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The Solicitors' Journal and Reporter.

LONDON, MAY 26, 1888.

CURRENT TOPICS.

IT IS PROBABLE that this year all the judges will avail themselves of the permission given by the rule of court, and will not sit on Saturday, the 2nd of June, the day appointed for the observance of the Queen's birthday.

THE LIST of appeals for the ensuing Trinity Sittings will consist of 133 from the Queen's Bench Division and 48 from the Chancery Division and from the Chancery of the County Palatine of Lancaster. The former number exceeds that of last sittings by 15, and the latter number is less by 7 than that of last sittings. In the event of Court of Appeal No. 2 getting through their list before the 12th of August, the members of that court will be at liberty to assist in reducing the list of Queen's Bench appeals.

THERE IS a slight diminution in the number of cases set down to be heard before the judges of the Chancery Division. It will be found, when the list is published, that the number of cases before Mr. Justice KAY is 203; that before Mr. Justice CHITTY is 154; that before Mr. Justice NORTH, 165; that before Mr. Justice STIRLING, 159; and that before Mr. Justice KEKEWICH, 75—making an aggregate of 750. At the beginning of the Easter Sittings the total was 790, and a year ago 786.

THE HEARING of witness actions in the Chancery Division does not progress in the rapid manner which suitors would desire. On an inspection of the chancery cause books it appears that no fewer than 140 of the witness actions which were to be found in the lists for the Hilary Sittings, and which were also to be found in those for the Easter Sittings, still remain undisposed of, and will be in the lists for the Trinity Sittings; and there will also be found in the last-mentioned lists about 250 besides, making a total of 390 witness actions.

THE CAUSE LISTS were not obtainable, and we believe were not completely in proof, at the time of our going to press. The authorities of the Queen's Bench Division make a practice of keeping open the lists so as to include actions set down within a certain short period of the opening of the sittings, which period, we understand, on this occasion, would not expire until Friday evening; so that a complete list cannot be had until late on Saturday morning. Would it not be possible, in the interest of the profession, that the complete cause lists should be issued at an earlier period, supplemental lists being published if necessary?

THE SELECT COMMITTEE on the Liability of Trustees Bill has, we understand, introduced some useful amendments in that measure. We commented on the Bill *ante*, p. 300, and it may be remembered that clause 4 proposes to enable trustees to lend to the extent of two-thirds of the value on "property of any tenure, whether agricultural or house or other property, on which trustees can lawfully lend." In

Fry v. Tapson (33 W. R. 113, 28 Ch. D. 268) and other cases in which the hard-and-fast rule of the court as to the amount to be advanced by trustees has been infringed, the trustees have been held personally liable for the whole amount advanced. We are informed that a clause has been introduced into the Bill in committee providing that in such a case the security shall be deemed an authorized investment for the amount which, according to the rule of the court, might properly have been advanced, and that the trustees shall only be liable to make good the sum advanced in excess, with interest. This clause is to apply to investments made before as well as after the passing of the Act, except where some action or proceeding is pending at the commencement of the Act. The clause might, we think, have gone further, and have provided that profits made in some transactions with trust properties should be set off against losses on others, but probably this would have called forth a "certificate" to Parliament against it by Mr. Justice KAY, following the precedent of his recent "certificate" with regard to Trustee Companies, which somehow failed to convince the House of Lords. Another clause, introduced into the Bill in committee, enlarges trustees' powers of investment by providing that they may invest trust funds:—

(a) In any of the stocks, funds, or securities in or upon which cash under the control or subject to the order of the court may from time to time be invested.

(b) In any securities the interest of which is or shall be guaranteed by Parliament.

(c) In Consolidated Stock created by the Metropolitan Board of Works.

(d) In the debenture, preference, guaranteed, or rentcharge stock of any railway company in Great Britain or Ireland, incorporated by special Act of Parliament, and having during each of the ten years last past, before the date of investment, paid a dividend on its ordinary stock or shares.

(e) In nominal debenture stock issued under the Local Loans Act, 1875.

(f) In such inscribed stock of any British colony as the court on the application of the trustee may sanction.

(g) In the purchase of freehold ground rents.

It will be seen that the extensions effected by this clause are sub-clause (b), sub-clause (d), which follows generally the provision of section 21 (i.) of the Settled Land Act, 1882, as to investment of capital money under the Act, and sub-clauses (f) and (g). This last sub-clause seems to be rather a strong provision.

IT IS ONLY a few months since the House of Lords finally decided in *Trevor v. Whitworth* (36 W. R. 145, 12 App. Cas. 409), that in no case and under no pretext can a company purchase its own shares. The Court of Appeal has now given a decision in a similar direction in *Re Almada and Triton Co., Allen's case* (36 W. R. 593), to the effect that the issue of its shares by a company at a discount is equally *ultra vires*. This was, indeed, a singularly flagrant case, a very large number of £1 shares—viz., 210,000—being issued, each credited with 18s. paid up. Similar transactions had been sanctioned by Chitty, J., in *Re Ince Hall Rolling Mills Co.* (23 Ch. D. 545n.), and in *Re Plaskynaston Tube Co.* (23 Ch. D. 542), but to these cases exception was taken recently in the Court of Appeal in *Re Addlestone Linoleum Co.* (36 W. R. 227, 37 Ch. D. 191). This last case, however, wanted an element which was present in *Re Ince Hall Rolling Mills Co.*, and hence could not be regarded as directly overruling it. This was the contract entered into between the company and the shareholders for the issue at a discount and registered under section 25 of the Companies Act, 1867. So far as the issue is to be regarded as a reduction, by the amount of the discount, of the sum which is declared to be the world as the capital of the company, it is quite clear since *Trevor v. Whitworth* that it is *ultra vires*; and as the amount of capital is settled by the memorandum of association, it is equally clear that an express power in the articles to issue shares at a discount cannot alter the matter. The only alterations that can be made in the amount of the capital are defined by section 12 of the Act of 1862, and relate only to increasing it, and to consolidating and redividing it. But it has been thought that the validity, which is wanting to a mere issue at a discount, can be conferred by a contract registered under section 25 of the Act of 1867, such as that referred to above, and it is upon this point

really that the Court of Appeal has now pronounced. According to that section "every share in any company shall be deemed and taken to have been issued, and to be held, subject to the payment of the whole amount thereof in cash, unless the same shall have been otherwise determined by a contract duly made in writing and filed with the Registrar of Joint-Stock Companies at or before the issue of such shares." Upon this it has now been determined, and reasonably so, that the contract must be for actual payment of some kind, and if it is intended to avoid payment in whole or in part altogether, then registration under the section affords no protection. Of course it might be difficult to decide in many cases whether the payment authorized by the contract is really payment in full of the value of the shares, but in the case of issue of shares at a discount there can be no such difficulty. Obviously a payment of 2s. is not a full payment for a £1 share. *Re Almada and Tirito Co.*, therefore, emphasizes the now received doctrine that a company cannot, except by surrender or forfeiture, or by the statutory means provided by the Act of 1867, reduce its capital, and, further, gives the useful construction to section 25 of that Act that only a *bona fide* payment for shares is protected by a registered contract.

IN DISCUSSING recently the Copyhold Act Amendment Bill of this session, we remarked upon the amendment to be proposed by Lord Hobhouse restoring the old scale of compensation to the steward as it was originally inserted in the Copyhold Act of last year, in place of the very small sums to which the fees were cut down in the case of small properties during the progress of that measure. The history of the matter is rather curious. As our readers are aware, Copyhold Enfranchisement Bills were introduced into Parliament during the years from 1880 to 1887, which resulted in the Copyhold Act of last year. These Bills originally contained a scale of steward's compensation and payment for work done, which was thought by stewards and by the Council of the Incorporated Law Society unreasonably low, and after many interviews and much discussion a scale was agreed upon as a compromise. In all the subsequent Bills that clause was retained intact, but in committee of the Lords last year the scale was altered and reduced below the scale originally proposed. The minimum was reduced from £4 to 5s., and for a £5 enfranchisement the steward under the Act can only receive 10s., and as both in the North and South of England there are many copyholds in which the lord's pecuniary interest is under £5 this compensation is practically equivalent to no payment at all, as, in order to carry out such an enfranchisement, the steward would have to bestow an amount of time and labour for which his professional remuneration, calculated in the ordinary way and even under the revision of the most rigid taxing master, would entitle him to charge more pounds than the shillings allowed by the scale, and that without any compensation for loss of office. The Council of the Incorporated Law Society have succeeded in obtaining the insertion of the amendment referred to in the Copyhold Act Amendment Bill of the present session, which has now passed through committee, and will, it is hoped, shortly become law.

WE OBSERVE that Mr. Justice KAY and Mr. Justice NORTH have rather gone out of their way to supplement the provisions of an Act of Parliament. On the practice in the case of reduction of capital of a limited company, Mr. Justice KAY in *Re West Cumberland Iron and Steel Co.* (*ante*, p. 306) thought that the minute proposed to be registered ought to have on the face of it the amount of the original as well as of the reduced capital, and in *Re Britannia Mills Co.* (*ante*, p. 438), Mr. Justice NORTH adopted the same view. The 15th section of the Companies Act, 1867, prescribes what the minute to be registered is to contain; its requirements are three in number: (1) it is to shew with respect to the capital of the company, as altered by the court, the amount of such capital; (2) the number of shares into which it is divided, and (3) the amount of each share. The 4th section of the Companies Act, 1877, adds a modification whereby the amount of capital which is to be deemed to be paid up on each share is to be shewn. None of these requirements is complied with by adding to the minute a statement of what the capital was at some previous indefinite time, and there is no warrant for such an addition, unless it is to be found in the provision that the minute is "to be approved by the court." Both

the learned judges appear to have lost sight of the fact that a record exists in the office in which the minute is registered shewing what the capital of a company was originally, and, if reduced once or oftener, what it was at each stage of the company's existence. The minute, we apprehend, is intended to be a clear and concise statement of the existing capital; and to overlay the minute with facts and figures not necessary for that purpose is to obscure, rather than to make clear, the information the minute is intended to convey, besides being superfluous.

AN INTERESTING POINT was decided by the Court of Appeal in *Lewis v. Alleyne*, reported in another column. An infant borrowed money for the purpose of procuring necessaries, and he promised to repay it on the day after he came of age. The lender brought an action to recover the money, and, upon the defence of the Statute of Limitations, the point arose whether the time ran from the date when the money lent was expended in necessaries, in which case it was admitted the claim was barred, or from the date upon which the infant promised to repay the loan, in which case the claim would not be barred. The court decided that the statute ran from the time when the money was expended in procuring necessaries. The promise by the infant to repay at a future date was void, and the only claim the plaintiff had in equity was to stand in the place of the tradesman who supplied the necessaries. The tradesman's claim would have accrued from the time the necessaries were supplied by him to the infant, and the plaintiff, who advanced the money to purchase the necessaries from the tradesman, was entitled to stand in the tradesman's shoes, and therefore the Statute of Limitations began to run from the time the claim accrued—that is, from the time the money was expended in procuring necessaries.

CONTRIBUTORY MORTGAGES AS INVESTMENTS FOR TRUSTEES.

THERE seems to have been no decision till the recent case of *Webb v. Jonas*, before Kekewich, J. (*ante*, p. 474), that a trustee with power to invest on real security was not thereby authorized to invest on a contributory mortgage—that is, to join with other persons in making up the whole sum which the mortgagor wishes to borrow. At the same time the point seems too well settled both in principle and in practice to make any decision necessary, and the case could hardly have come into court had the trustees not wished to strain every nerve to avoid a liability which to them, as laymen, seemed undoubtedly hard. Two sets of trustees were originally involved in the matter, those of a settlement joining with those of a will in advancing money on mortgage of a freehold estate. The former lent £1,500 and the latter £500. There was no suggestion that the mortgage was not (so far as value went) a proper one at the time, and it was admitted that the trustees had acted in complete good faith. Subsequently, however, the property depreciated in value, and the *cestuis que trustent* under the settlement, taking advantage of the breach of trust which they were advised had been committed, brought an action against the executors of the trustees, claiming to have the £1,500 made good.

As is well known, contributory mortgages may be effected in either of two ways. According to the first, the land is conveyed to all the mortgagees with a proviso for redemption upon payment of the mortgage debts and interest to the several lenders. At the same time the mortgagor covenants with each of them separately for payment of their respective debts and interest. The inconvenience of this plan is, that no one mortgagee can deal with the land or in any way enforce his security without the concurrence of the rest. It is sometimes attempted to obviate this by giving to each mortgagee a power of sale; with little result, however, for it is still impossible for the legal estate in the land to be conveyed without the concurrence of all (*Davidson*, vol. iii., p. 385). The other method, which is useful where the number of contributories is large, is to have the mortgage taken in the name of a trustee, and then the various interests of the lenders are either declared in the mortgage deed, or—and this is the more usual course—they are secured by a separate declaration of trust.

But whichever form be adopted, it is quite clear that, under the ordinary power of investing upon real securities, such a mortgage

is not available for trustees, and this whether we consider the usual words of the investment clause or whether we regard general principles only. Under the usual words it is necessary for the investment to be taken in the joint names or under the legal control of the trustee, and neither of the above forms satisfies this requirement. But, apart from any such express words, it is essential that the trust money should be kept distinct from all other money, and under the exclusive control of the trustees. Thus it is said in *Lewin on Trustees*: "Of course trustees should not join with others in a mortgage so as to mix up the trust funds with the rights of strangers; and still less could they take a joint mortgage in the name of a common trustee, for this would also be a delegation of their duty" (8th ed., p. 331). And in *Webb v. Jonas* (*supra*) it was laid down by Kekewich, J., that trustees are bound to obtain and keep entire control of the mortgaged property on which their trust funds are advanced, and of the legal estate therein.

And just as there is no way in which a power over the property can be given to one mortgagee which does not require for its effective exercise the concurrence of the rest, so, too, is it with the legal proceedings to which the parties may resort to realize their security. It is true that there is one case in the books in which one of the parties interested in a mortgage was allowed to sue for foreclosure by himself. This was the case of *Montgomerie v. The Marquis of Bath* (3 Ves. 560), where one *cestui que trust* got a decree in respect of his share of money invested by his trustee; but the decision was afterwards doubted by the Lord Chancellor upon a subsequent motion under it. The true doctrine was reached in *Lowe v. Morgan* (1 Bro. C. C. 368), where a share of Covent Garden Playhouse having been mortgaged, the mortgagee assigned the mortgage to a trustee in trust for three equal contributors. Upon one of these filing a bill for foreclosure, the usual decree was at first pronounced, but was afterwards stopped by the registrar, who found difficulty in drawing it up. Upon this Lord Thurlow, C., said it was a new case, and that it would be impossible to foreclose without making the other two parties. *Palmer v. The Earl of Carlisle* (1 S. & S. 423) is decisive in the same direction, and it is, of course, now common doctrine that there can be no redemption or foreclosure unless the parties entitled to the whole of the mortgage are before the court.

It is necessary, however, to consider the possible effect of some remarks that fell from Jessel, M.R., in *Luke v. South Kensington Hotel Co.* (27 W. R. 514, 11 Ch. D. 121). In that case there had been a mortgage to three trustees, two of whom, by executing a deed of arrangement, had debarred themselves from suing on it, but the third sued for foreclosure, and joined the others with the mortgagor as co-defendants. All parties being thus before the court the above principle was satisfied, but the objection was taken that all the mortgagees must be joined as plaintiffs, and that if for any reason this could not be done, then no action could be taken on the mortgage at all. This difficulty was easily disposed of by the Master of the Rolls, who referred to two cases in which trustees had been joined as defendants, one of them being *Adams v. Paynter* (1 Coll. 530). Indeed, before the practice of adding plaintiffs was introduced there was no way of bringing all the parties before the court except by adding them as defendants. But it is important to notice the manner in which he dealt with another objection. It had been urged, in opposition to foreclosure by one mortgagee alone, that some of the mortgagees might wish to foreclose and others might not. "We will deal with that case when it arises, as to whether one, without the consent or against the wish of the others, can foreclose. That is not the case here." Such were the words of the judgment on this point, and they clearly leave it open to doubt whether one of several joint mortgagees cannot compel foreclosure in opposition to the rest. Even supposing this to be so, it does not materially improve the position of trustees who have lent on a contributory mortgage. The uncertain nature of such a power is very far from that exclusive and uncontrolled authority with regard to the investment which they ought to possess, and for the want of which in *Webb v. Jonas* (*supra*) Kekewich, J. (although reluctantly), held them liable, in spite of their good faith.

But while it is thus clear that, whether under the usual investment clause or the statutory powers to the same effect, trustees cannot, with safety to themselves, invest on contributory mortgages, opinions may differ as to the advisability of inserting special clauses empowering them to do so. Thus the writer of a note in

Davidson (*Conveyancing*, vol. iii., at p. 40) speaks of this as though it were a matter of rare occurrence, and quotes, at length, such a power which came before him in a settlement. Though admitting its occasional utility, he doubts whether the creation of special facilities for the investment of trust money on mortgages of this description is a judicious mode of extending the liberty of investment. Some conveyancers, on the other hand, use it freely. It is wise, of course, to consider the circumstances of each case, but it seems reasonable enough to conclude that there is no practical risk to be apprehended from such investments, and, now that real securities are so much more difficult to obtain at remunerative rates than formerly, it seems unwise to cut off one class of them, and that an important one. There is quite enough in the established rules regarding investments by trustees to justify the decision of Kekewich, J., and indeed to make any other decision impossible; but the question of giving the power specially depends on other considerations altogether.

LEASES OF COAL MINES.

THE prevalent tendency to alter in favour of tenants contracts into which they have entered with their eyes open, but which ultimately prove to be disadvantageous, is well illustrated by a little Bill recently introduced into the House of Commons, called "The Colliery Tenants Relief Bill." Everyone who has any experience of colliery matters knows that very many leases, entered into at a high minimum rent, with an acreage or footage or other measurement rent, and the usual average clause, during the more prosperous period of coal mines, are now either expiring or coming towards the end of the term, and that what are known as "undergettings" are very general. In one case within our knowledge it was estimated that upon the expiration of a single lease of a large area of coal, the undergettings would amount to between £20,000 and £30,000. That is to say, according to the view taken by the promoters of the Bill we have referred to, the lessee paid in minimum rent for £30,000 worth more coal than he had been able to get during the term of the lease. Therefore the Bill proposes that, whenever any tenant of minerals has on the expiration of his agreement of tenancy paid to the landlord of such minerals "by way of certain rent, either in addition to or in substitution either wholly or partially for measurement rents, a sum in excess of the aggregate measurement rent payable upon the minerals actually gotten under such agreement by the tenant, or any occupier or occupiers claiming through or under him, then and in every such case unless the non-working of the mineral for which rent has been paid has been due to his own default, the tenant shall be deemed to have paid for minerals equivalent to such excess at the measurement rent aforesaid, and shall, notwithstanding the expiration of his tenancy, or any agreement to the contrary, be entitled to continue his tenancy for such extended term, not exceeding one-third of the original term, as, under the circumstances of each case and the state of trade, may be necessary to enable him to get minerals equivalent at the measurement rent aforesaid to such excess, and to get such minerals without making directly or indirectly any further payment for or in respect of the same."

Now the only conceivable ground of legal or moral right on which this proposal can be justified is that a mining lease is a sale of the minerals, the minimum rent representing the instalments of purchase-money. But a sale of what minerals? Even the promoters of the Bill do not contend that it is a sale of all the minerals purported to be leased. According to their view, it is a sale of so much of the minerals leased as at the footage or acreage or other measurement rent would produce a sum equal to the aggregate minimum rent paid by the lessee during the term. But in maintaining this they altogether overlook the most essential term of the contract between lessor and lessee. If a lease of minerals is a sale, it is a sale only of so much of them as can be got during the term. The substance of the bargain is that the lessee shall have liberty to get the minerals for a specified time upon specified terms, one of which is that, during such specified time, the lessee shall be at liberty to get so much of the minerals as at the measurement rent would produce the minimum rent, without paying any further measurement rent for the same.

While, however, there appears to be no reasonable ground for legis-

lative interference with existing contracts, the controversy raises several questions of great importance, both with regard to the means of facilitating the arrangements which are being extensively made between lessors and lessees of coal mines, and also with regard to the future form of mining leases. These questions will be found discussed with great ability and clearness in a pamphlet just published by Mr. Oswald Walmesley*, who, as many of our readers will know, has for eighteen years practised as a solicitor at Wigan, and speaks from a ripe experience of mining leases. His first practical recommendation is one the lack of which has been felt as a great embarrassment in recent years by those who have had to advise lessors with regard to the applications for revision of terms which have become so frequent. He proposes that fiduciary owners should be empowered in all cases, without application to the court, to revise the terms of existing mining leases, and to grant extensions of such leases, with power, in granting such extensions, or granting new leases, to adopt the sliding scale system of reservation of royalties. We agree with Mr. Walmesley that some provision on this subject might well be inserted in the Trustees Liability Bill now before Parliament.

With regard to the future form of mining leases, many valuable suggestions will be found in the pamphlet, but it is not easy to devise any alteration which will secure the lessor and satisfy a reasonable lessee. The position, as it stands at present, is this—the only absolute and convenient security the lessor can obtain for the vigorous working of his minerals is a certain or minimum rent of considerable amount. Specific performance of a covenant to work cannot, of course, be obtained, and the lessor can hardly be advised to trust to his remedy by damages or forfeiture for breach of such covenants. Mr. Walmesley remarks that there are "numerous legal decisions shewing that a lessor cannot rely, as a safe substitute for a certain rent, on covenants to work the mine." Most of the decisions with which we are acquainted have been given either on imperfectly framed covenants to work, or (as regards the *dicta* in *Wheatley v. Westminster, &c., Co.*, 9 Eq. 538) on covenants to work contained in a lease reserving a certain rent. But we imagine it is true that a lessor could not absolutely rely on any covenant to work short of a covenant to work continuously, and to produce a specified quantity of minerals at or within specified intervals (see the judgment in *Jegon v. Vician*, 6 Ch., at p. 757), and to pay a royalty for the same, whether the minerals exist in the mine or not; and this comes to much the same thing as a fixed minimum rent. We do not, however, at present see how Mr. Walmesley's suggestion that Parliament should authorize a somewhat stricter construction being put upon covenants for working mines can be carried out. He remarks that, if the performance of covenants to work such as those which are contained in the ordinary form of mining lease in the United States could be specifically enforced in this country, the system of reserving heavy certain rents would gradually disappear. The courts are not at all likely to appreciate legislation which would practically throw on them the duty of superintending and managing the working of mines, and our own idea is that the future form of mining leases will have to be left to be worked out in practice, under the new circumstances in which the lessor is no longer master of the situation. We concur, however, in Mr. Walmesley's third suggestion as to legislative provisions with respect to the regulation of underground way leaves, though great caution would be necessary in the language of any legislation on the subject. Mr. Walmesley's pamphlet deserves the attentive consideration of all practitioners interested in its subject.

It is stated that the Senate Judiciary Committee are still considering the President's nomination of Mr. Fuller as Chief Justice of the United States Supreme Court, but the belief now is that the confirmation will be soon recommended, as the leading Republicans advocate it. With regard to the appointment the *Albany Law Journal* says, "The President has made a surprising selection to fill the vacancy in the Chief Justiceship, and yet it seems a fairly good one. Mr. Fuller, although completely unknown outside his own State, is there regarded as an excellent and brilliant lawyer, perhaps the leader of the bar, and has had experience in Federal litigation. He has had no judicial experience, but this is not an insuperable objection, for some of the best judges of the highest courts of this country have been taken directly from the bar."

* Mine Rents and Mineral Royalties. By Oswald Walmesley. Roger & Rennick, Wigan.

REVIEWS.

INTERPLEADER AND ATTACHMENT.

INTERPLEADER IN THE HIGH COURT OF JUSTICE AND IN THE COUNTY COURTS. TOGETHER WITH FORMS OF THE SUMMONSES, ORDERS, AFFIDAVITS, &c., USED THEREIN. By MICHAEL CABABE, Barrister-at-Law. SECOND EDITION. W. Maxwell & Son.

ATTACHMENT OF DEBTS AND RECEIVERS BY WAY OF EQUITABLE EXECUTION IN THE HIGH COURT OF JUSTICE AND IN THE COUNTY COURTS. TOGETHER WITH FORMS OF THE SUMMONSES, ORDERS, AFFIDAVITS, &c., USED THEREIN. SECOND EDITION. By MICHAEL CABABE, Barrister-at-Law. W. Maxwell & Son.

Those who have discovered the utility of Mr. Cababé's original volume on Interpleader and the Attachment of Debts—and they must be not a few—will be glad to see the re-issue of the work in the present form. Interpleader now is treated by itself, and a separate volume has been made of Attachment of Debts by adding to it the subject of the appointment of receivers by way of equitable execution. These three subjects are all of daily practical importance, while the various statutes which regulate them, and the cases upon which they depend, are by no means free from complexity. It is undoubtedly, therefore, a great advantage to have two such handy volumes as these, which in a brief compass present all that is immediately required, while they indicate the sources from which fuller information can be obtained. The various points which arise in practice are very clearly set out, and the effect of the recent cases is concisely stated. As an example, we may refer to the list of cases on pp. 26–40 (Attachment of Debts), in which it has been held that particular debts could or could not be attached, though it seems as if it should be possible to discover some consistent principle running through them. The utility of the volumes, as works of ready reference, is increased by the clearness of their general arrangement and of the printing. For general lucidity and accuracy we can confidently recommend them.

CASES OF LAST WEEK.

COURT OF APPEAL.

LEWIS v. ALLEYNE—No. 1, 17th May.

INFANCY—CONTRACT—MONEY LENT FOR NECESSARIES—AGREEMENT TO REPAY AT A FUTURE DATE—STATUTE OF LIMITATIONS.

Action to recover £135 money lent. Defence, infancy and the Statute of Limitations. Reply, that the money was lent to procure, and was expended in procuring, necessities. It appeared that the defendant was born on the 20th of June, 1859, and so came of age on the 20th of June, 1880. The plaintiff lent the defendant small sums of money during 1877 amounting to £35, and on the 1st of January, 1878, the defendant promised to repay this sum on the 21st of June, 1880. The plaintiff also lent the defendant several other sums in 1878 amounting to £100, and on the 22nd of November, 1878, the defendant promised to repay this sum on the 1st of July, 1880. The action was commenced on the 27th of November, 1886. The defendant was beyond the seas when he came of age, and did not return to this country until 1881. The plaintiff contended that the causes of action did not accrue until June 21 and July 1, 1880, and as the defendant was then abroad, the Statute of Limitations did not commence to run until the defendant's return, and that therefore the claim was not barred. The defendant contended that the promise to repay on the 21st of June and the 1st of July, 1880, was void, and that the causes of action accrued when the money was lent and expended in necessities, and that the statute ran from those dates, and that therefore the claim was barred. There was also a question raised as to whether the money was expended in necessities, and upon this the jury found for the plaintiff. The Divisional Court expressed no opinion upon the defence of the Statute of Limitations, Huddleston, B., holding that the verdict was right, and Manisty, J., holding that the greater part of the money was not expended in necessities, and that there should be a new trial. The defendant appealed.

THE COURT gave judgment for the defendant. Lord ESHER, M.R., said that, the action being for money lent, the moment infancy was proved the plaintiff's case failed as an action at common law, however the money might have been expended. The plaintiff tried to support his claim as an action in equity, and the matter had to be treated as a chancery suit. It was argued that the theory in Chancery was that, if it was shewn that the money lent was expended by the infant in necessities, the court of equity would enforce the contract as a contract. That was not the ground taken by courts of equity. The real ground upon which they gave relief was the finding, as a fact, that the money was expended in necessities. That gave them jurisdiction. To use common law language it was the expenditure of the money upon necessities which gave a cause of action. Therefore the Statute of Limitations, which applied to the equity suit, ran from the time when the money was so expended. The whole of the present claim was therefore barred. That being so, it would be useless to direct an inquiry as to how much was expended in necessities. LINDLEY, L.J., concurred. The common law claim for

money lent was hopelessly gone, and the action was really a chancery suit. The principle upon which courts of equity proceeded was not based upon there being a contractual obligation. The view they took was that the person who supplied the necessities to the infant was in the position of a legal creditor, and anyone who advanced money to the infant to procure necessities could take over that legal debt, and was entitled to stand in the position of the legal creditor. The Statute of Limitations, therefore, would run from the time the money was expended in paying the legal creditor, as the claim accrued from that time. *BOWEN, L.J., concurred.—COUNSEL, H. F. Dickens; H. D. Greene, Q.C., and Cranston. SOLICITORS, Field, Roscoe, & Co.; Seal.*

SIDDELE v. VICKERS—No. 2, 18th May.

PATENT—VALIDITY—COMPLETE SPECIFICATION—"DISTINCT STATEMENT OF INVENTION CLAIMED"—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, s. 5, SUB-SECTION 5.

A question arose in this case as to the effect upon the validity of a patent of non-compliance with the requirements of sub-section 5 of section 5 of the Patents, Designs, and Trade-Marks Act of 1883. Sub-section 5 provides that "a specification, whether provisional or complete, must commence with the title, and, in the case of a complete specification, must end with a distinct statement of the invention claimed." The action was brought to restrain an alleged infringement by the defendants of the plaintiff's patent. One of the defences was, that the patent was invalid, because the complete specification did not end with a distinct statement of the invention claimed. *Kekewich, J.*, granted the plaintiff an injunction.

THE COURT (COTTON, FRY, and LOPES, L.JJ.) affirmed the decision, holding that non-compliance with sub-section 5 would not vitiate the patent. *COTTON, L.J.*, was inclined to think that in the present case there was at the end of the specification a sufficiently distinct statement of the invention. But, assuming that there was not, he thought that the want of it did not vitiate the patent. A patent might be revoked upon any of the grounds mentioned in sub-section 3 of section 26. But he thought sub-section 5 of section 5 was merely directory, making it the duty of the Comptroller and the Attorney-General to see, before a patent was granted, that the requirements of that sub-section had been complied with. *FRY, L.J.*, thought that in the present case the plaintiff had not ended his specification with a distinct statement of the invention which he claimed. But he agreed with *COTTON, L.J.*, that the want of this statement did not vitiate the patent. It would be monstrous to suppose that such a mere departure from the required form of the specification should render the patent invalid. *LOPES, L.J.*, agreed with *FRY, L.J.*—*COUNSEL, Sir H. James, Q.C., Moulton, Q.C., and W. R. Bousfield; Sir R. E. Webster, A.G., Aston, Q.C., and W. N. Lawson. SOLICITORS, J. H. & J. G. Johnson; Cattarns, Jehu, & Hughes.*

Re PERCIVAL, BOOTE v. DUTTON—No. 2, 18th May.

WILL—CODICIL—REVOCATION—UNCERTAINTY.

The question in this case was whether a legacy given by a will had been revoked by a codicil. The testatrix by her will bequeathed "my watch to my granddaughter Mary, and my brooch containing a portrait of my late husband to my granddaughter Jane. I give to my son Daniel the sum of £50; I give to my brother Sandom the sum of £19 19s.; I give to my said granddaughter Mary the sum of £200." The testatrix made the following codicil to the will:—"Whereas by my said will I have bequeathed my watch to my granddaughter Mary, and my brooch containing a portrait of my late husband to my granddaughter Jane, and I have given to my son Daniel the sum of £50, and to my brother Sandom the sum of £19 19s., now I hereby revoke and make void the said legacies and bequests in my said will contained in favour of the said [mentioning the names of the four legatees], and declare that my said will shall be read and construed in all respects as if the names of the said [mentioning the names of the four legatees] had not been inserted therein, and in all other respects I confirm my said will." The question was whether the legacy of £200 to the granddaughter Jane had been revoked by the codicil. *Kay, J.*, held that it had.

THE COURT (COTTON, FRY, and LOPES, L.JJ.) reversed the decision. They were of opinion that, the gift of the legacy by the will being clear, there was not a sufficiently clear indication of intention in the codicil to revoke it.—*COUNSEL, Byrne, Q.C., and Farwell; Warrington; A. L. Ellis. SOLICITORS, D. P. Boote; Marsland, Hewitt, & Everett.*

Re HORNE'S SETTLED ESTATE—No. 2, 17th May.

SETTLED LAND—TRUST FOR SALE—"PERSON FOR TIME BEING BENEFICIALLY ENTITLED TO INCOME UNTIL SALE"—POWER OF TENANT FOR LIFE—SETTLED LAND ACT, 1882, s. 63.

This was an appeal from a decision of *North, J.* (*ante*, p. 457). The question was whether an estate devised on trust for sale was "settled land" within the meaning of the Settled Land Act, 1882, and capable of being sold under that Act, there being in the will a provision that the land should not be sold until the expiration of a specified time. Section 63 of the Act provides that "Any land which, under or by virtue of any deed, will, &c., is subject to a trust or direction of sale of that land, and for the application or disposal of the money to arise from the sale, or the income of that money, or the income of the land until sale, or any part of that money or income, for the benefit of any person for his life or any other limited period, or for the benefit of two or more persons concurrently for any limited period, . . . shall be deemed to be settled land, . . . and the person for the time being beneficially entitled to

the income of the land until sale shall be deemed to be the tenant for life thereof; or, if two or more persons are so entitled concurrently, then those persons shall be deemed to constitute together the tenant for life." The testator, by his will, made in 1874, devised his real estate to trustees in fee, on trust for sale; provided always, that notwithstanding anything thereinbefore contained, his freehold property at M. should not be sold until the expiration of twenty-one years from the date of his will. And he directed that real estate should, for the purpose of transmission, be impressed with the quality of personality from the time of his death. The income until sale was to be applied in the same way as the income arising from the investment of the proceeds of sale. The proceeds of sale were to be invested and the income paid to the testator's wife during her life or widowhood, and after her death or marriage again the capital was to be held in trust for the testator's children, being sons, who should attain twenty-five, and, being daughters, who should attain twenty-five or marry under that age, and, if more than one, in equal shares. And the testator empowered his trustees to apply the whole, or such part as might be required, of the annual income of the share to which any child might be entitled in expectancy under the trusts for or towards his or her maintenance or education, and he directed his trustees to accumulate the unapplied surplus of such income in augmentation of the share whence such income should have proceeded, and eventually to devolve in like manner. The testator's wife died in his lifetime; he died in February, 1888. He left six children. An originating summons was taken out to determine whether the M. estate could be sold under the Settled Land Act. The period of twenty-one years had not expired. Two of the children had attained twenty-one, but were under twenty-five; the other four were infants. The six children were plaintiffs; the trustees of the will were defendants. *North, J.*, held that section 63 did not apply, and that the M. estate could not be sold under the Act.

THE COURT (COTTON, FRY, and LOPES, L.JJ.) affirmed the decision. They doubted whether there was a "trust for sale" at all within the meaning of section 63, but said that at any rate it was clear that at present there was no person "for the time being beneficially entitled to the income of the land until sale."—*COUNSEL, Walters Horne; L. E. Shadwell. SOLICITORS, Horne & Birkett.*

YARMOUTH v. FRANCE—No. 2, 17th May.

NEGLIGENCE—EMPLOYER AND WORKMAN—DRIVER EMPLOYED BY WHARFINGER—VICIOUS HORSE—"WORKMAN"—"PLANT"—VOLENTI NON FIT INJURIA—EMPLOYERS' LIABILITY ACT, 1880 (43 & 44 VICT. c. 42), s. 1.

This was an appeal from a decision of *Lord Esher, M.R.*, and *Lindley and Lopes, L.JJ.*, sitting as a divisional court (19 Q. B. D. 647), and (*Lopes, L.J.*, dissenting) allowing an appeal by the plaintiff from the judgment in favour of the defendant given by the judge of the City of London Court, and granting a new trial. The action was brought under the Employers' Liability Act by the plaintiff, who was in the employment of the defendant, a wharfinger and warehouseman in the City, to recover compensation for injuries sustained in driving (in the course of his duty) a horse belonging to the defendant which was of an extraordinarily vicious nature. The judge of the City of London Court, who tried the case without a jury, gave judgment for the defendant, holding that the plaintiff was a "workman" and that the horse was "plant" within the Act; but that the plaintiff, by continuing to drive the horse after he had become aware of its vicious nature, must be assumed to have assented to take upon himself the risk attending it. The majority of the court held that upon the facts a jury might find the defendant to be liable, there being evidence of negligence on the part of his foreman, while it was not, in their opinion, conclusively shewn that the risk was voluntarily incurred by the plaintiff.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) dismissed the appeal without hearing it argued on the merits. *COTTON, L.J.*, said that it did not appear seemly that the court should review a decision of the other judges of the Court of Appeal. The order would therefore be affirmed, with this variation, that the costs of the first trial would abide the result of the new trial. If necessary, leave would be given to appeal to the House of Lords.—*COUNSEL, Wood Hill; B. F. Williams, Q.C., and Hume Williams. SOLICITORS, H. R. Newson; Dares & Sons.*

OTWAY v. OTWAY—No. 2, 10th May.

HUSBAND AND WIFE—DIVORCE SUIT—ADULTERY OF WIFE—COSTS OF WIFE.

The question in this case was whether a wife, who was an unsuccessful respondent to an appeal by the husband against a decree for a judicial separation, ought to be allowed her costs of the appeal and costs in the court below. The husband had petitioned for a divorce on the ground of the wife's adultery; the wife had petitioned on the ground of the husband's adultery and cruelty. At the trial before *Butt, J.*, it was proved that the wife had committed adultery, and that the husband had been guilty of gross cruelty, and *Butt, J.* (13 P. D. 12) granted the wife a judicial separation, and gave the custody of the children of the marriage to her. The Court of Appeal (*Cotton, Fry, and Lopes, L.JJ.*) held that there was no jurisdiction to grant a judicial separation when the wife had been guilty of adultery. The question then arose whether the wife ought to be allowed her costs beyond the amount for which the husband had given security.

THE COURT (COTTON, FRY, and LOPES, L.JJ.) held that the wife ought to be allowed her costs both on appeal and in the court below. *COTTON, L.J.*, said that rule 159 of the Divorce Court Rules gave a discretion to the judge at the hearing to allow such costs, and in this case *Butt, J.*, had exercised his discretion by dismissing the husband's petition and allowing the wife all the costs of defending herself. As regarded the costs of the

appeal, his lordship had felt considerable doubt, on the ground that she had been found guilty of adultery. But it was not the wife who had been moving in the Court of Appeal against that finding and had failed. She had been brought before this court by her husband, and ought to have the means of properly defending herself allowed to her. She ought, therefore, to be allowed her costs of appeal as well as in the court below. As the parties in this case were married in 1879, the Married Women's Property Act, 1882, had no application, and the case must be decided wholly independently of that Act. In cases within the operation of that Act very serious questions as to the liability of the husband might have to be considered. *Fry and Lopes, L.J.J., concurred.*—COUNSEL, *Bayford, Q.C., and Abinger; Lockwood, Q.C., and Scarlett.* SOLICITORS, *Norman; M. Abrahams.*

Re THE EAST AND WEST INDIA DOCKS CO.—No. 2, 9th May.

RAILWAY COMPANY—APPOINTMENT OF RECEIVER AND MANAGER—JURISDICTION—RAILWAY COMPANIES ACT, 1867, ss. 3, 4.

This was an appeal from the decision of Chitty, J. (*ante*, p. 322), appointing a receiver and manager of the general undertaking of the above company. The order was made upon the petition of a judgment creditor of the company, under section 4 of the Railway Companies Act, 1867, and the question was whether the company was, within the meaning of section 3 of the Act, a "railway company"—that is, "a company constituted by Act of Parliament, or by certificate under Act of Parliament, for the purpose of constructing, maintaining, or working a railway (either alone or in conjunction with any other purpose)." Section 4 enables a judgment creditor of such a company to "obtain the appointment of a receiver and, if necessary, of a manager of the undertaking of the company," on application by petition to the Court of Chancery. The East and West India Docks Co. was incorporated by Act of Parliament originally for the purpose of constructing docks. In 1865 an Act (28 Vict. c. 116) was passed to authorize the construction by the London and Blackwall Co. of certain railways, to be called the London, Blackwall, and Millwall Extension Railway, and to authorize agreements with other companies (including the Docks Co.) with reference thereto. Section 59 of this Act provided that the Blackwall Co. and the Docks Co. might enter into and carry into effect agreements for the construction of the extension railway in or through the property of the Docks Co., and the use and working of that railway in or through the premises of the Docks Co. Section 60 provided that certain articles of agreement between the Blackwall Co. and the Docks Co., dated the 25th of March, 1865, and set forth in the schedule to the Act, should be confirmed. The articles of agreement provided that the Docks Co. should at their own cost proceed to make so much of the extension railway as passed through any of their property; that so much of the line, when made, should remain the absolute property of the Docks Co., subject to such rights of user by the railway company as thereafter provided; and that the Docks Co. should, at their option, if they should think fit, have the management of and work so much of the line as should pass through or over their property. Under the provisions of this Act and agreement and some subsequent amending Acts, the extension line had been constructed and was worked for public traffic, the Docks Co. having constructed, maintained, and worked that portion of the line which was on their own land, and having rolling stock of their own. Chitty, J., held that the Docks Co. was within the terms of sections 3 and 4 of the Act of 1867, and he appointed a receiver and manager of the whole undertaking of the company. Some persons who claimed to be creditors of the company appealed. It was contended on their behalf that the Act of 1867 did not apply at all to the company, and that, if it did, the order ought to have been limited to the railway part of the company's undertaking, and ought not to have extended to their general undertaking.

THE COURT (COTTON, FRY, and LOPES, L.J.J.) affirmed the decision. COTTON, L.J., said that the Docks Co. worked a piece of railway which was not a mere private siding, but formed part of a public railway, and they did this under the authority conferred by the Act of 1865. But for the Act of 1865 the Docks Co. could not have made this railway; the making of it was not within the purposes for which, up to that time, the company was constituted. It was true that the Act of 1865 was obtained, not by the Docks Co., but by the Blackwall Co. But that was immaterial. Section 3 did not say "constituted by its Act," but "constituted by Act of Parliament." Even if the Act was passed without the shareholders of the Docks Co. being previously consulted, it was for Parliament to say whether they would confer such powers. In his lordship's opinion the Act of 1865 was an "Act" within the meaning of section 3 of the Act of 1867. Section 60 of the Act of 1865 gave Parliamentary sanction to the proposed agreement between the companies, and the agreement had force only by reason of its confirmation by Parliament. Undoubtedly the Act of 1865 empowered the Docks Co. to make a railway, with all the consequences resulting from it, one of which was that they would become subject to all the general provisions of Acts relating to railway companies. The latter part of section 3 showed that it could not be limited to a company which was constituted for the purpose only of constructing, maintaining, or working a railway, and there was nothing in the section as to the comparative magnitude of the railway and the rest of the undertaking of the company. What was the meaning of "constituted by Act of Parliament for the purpose of constructing, &c., a railway"? It was argued that the railway must be one of the "fundamental" purposes of the company. That, if it had any meaning, must mean, one of the purposes for which the company was originally formed, and it was admitted that the meaning could not be so restricted. In his lordship's opinion the meaning was this—if the company depended for its constitution upon an Act of Parliament, and if it was constituted in part for the purpose of constructing, maintaining, or working a railway, it was within the Act. It was true that an Act

of Parliament did not require or compel a company to make a railway; it only gave the company power to do so. If a company, which had power to make a railway, had not made any, and had no rolling stock, the court might exercise its discretion by declining to appoint a receiver; but in the present case the company had made a railway and was working it, and had rolling stock, and, in his lordship's opinion, there was power to make the order. Then was the order too extensive in its terms? His lordship thought it was not. Section 4 gave large rights to creditors, and he could find nothing in it to restrict the words "undertaking of the company" to property connected with the railway. The words must include that which the company was, by its constitution and the effect of all its Acts of Parliament, authorized to do, and there was no reason why the appointment of a receiver and manager should be in any way limited. FRY, L.J., concurred. LOPES, L.J., thought that, if the language of section 3 was intended to cover such a case as the present, it was most unfortunate language to use for the purpose. But, as the other members of the court thought that this company came within the definition, he would not dissent. He was glad that they were able to come to this conclusion, because he agreed in thinking that the case was within the mischief of the Act. He agreed also that the order was not too extensive.

—COUNSEL, *Byrne, Q.C., and Farwell; Romer, Q.C., and A. R. Kirby; Latham, Q.C., Buckley, Q.C., and Pollard; Latham, Q.C., and Arbuthnot; Kenyon Parker; Whitehorne, Q.C., and W. Ford; Butcher.* SOLICITORS, *Mackrell, Maton, & Godles; Irvine & Hodges; Freshfields & Williams; Woodhouse, Trower, & Co.; F. C. Mathews & Browne; W. A. Crump & Son.*

HIGH COURT.—CHANCERY DIVISION.

Re SACRE, MAHONEY v. SACRE—North, J., 16th May.

WILL—CONSTRUCTION—ANNUITY—CHARGE ON INCOME—APPROPRIATION OF FUND IN CONSOLS—NATIONAL DEBT CONVERSION ACT, 1888.

A question arose in this case, which was the further consideration of an administration action, as to the effect of the National Debt Conversion Act. The testator, by his will, gave two life annuities—one of £200 to his wife, the other of £400 to Emma Gray. The testator directed his executors and trustees "to appropriate a sufficient part of my estate for answering, by the annual income thereof, the several annuities hereinbefore bequeathed, or such of them as shall for the time being be payable. And I declare that in case the annual income of the appropriated fund shall at the time of the appropriation be sufficient to satisfy the said annuities, such appropriation shall be a complete satisfaction of the trust to provide for such annuities; and that, in case the income of the appropriated fund shall at any time prove insufficient for payment of the said annuities in full, they shall abate proportionately"; and he directed that when any annuity should cease a proportionate part of the appropriated fund should sink into his residue. Under an order made in the action, before the usual inquiries had been answered, a sum of money was invested in Consols sufficient to produce £400 a year, and was set apart to provide for the annuity given to Emma Gray. No provision was then made, by way of appropriation, for the other annuity. On the further consideration of the action, the question was raised whether Emma Gray was entitled to have the loss of income occasioned by the conversion of the appropriated stock under the National Debt Conversion Act made good by the sale from time to time of part of the capital. On her behalf it was urged that the appropriation had not been made under the direction contained in the will, and that, if it had been, the effect of the National Debt Appropriation Act, and the rules made under it, was that she was entitled to have her income made good out of capital.

NORTH, J., said that the only difficulty he felt was by reason of an appropriation having been made to provide for one annuity only. Still he thought that the appropriation was made in pursuance of the direction in the will on the admission of assets by the executors. The annuity was expressly charged on income only. The Act, no doubt, contemplated cases in which the annuitant would obtain payment out of capital. That might well be when the annuity was charged on capital, but it did not apply to a case like the present, where the charge of the annuity was expressly limited to the income of the appropriated fund.—COUNSEL, *Everitt, Q.C., and Edward Ford; Leonard Field; Ryland; Swinfen Eady.* SOLICITORS, *Rocney & Co.; Field, Roscoe, & Co.; Stanley & Woodhouse.*

RICHARDSON v. FEARY—North, J., 15th May.

PARTITION—SALE—REQUEST FOR SALE BY OWNER OF LESS THAN HALF OF THE PROPERTY—DISCRETION OF COURT—PARTITION ACT, 1868 (31 & 32 VICT. c. 40), s. 5.

This was the further consideration of a partition action. By the chief clerk's certificate it appeared that the parties were entitled in eighths. The plaintiff, who was entitled to one eighth, and the owner of another eighth desired to have the property sold; the owners of the other six eighths desired a partition. Section 5 of the Partition Act, 1868, provides that:—"In a suit for partition, where, if this Act had not been passed, a decree for partition might have been made, then, if any party interested in the property to which the suit relates requests the court to direct a sale of the property, and a distribution of the proceeds, instead of a division of the property between or among the parties interested, the court may, if it thinks fit, unless the other parties interested in the property, or some of them, undertake to purchase the share of the party requesting a sale, direct a sale of the property, and give all necessary or proper consequential directions, and, in case of such undertaking being given, the court may order a valuation of the share of the party requesting a sale in such manner as the court thinks fit; and may give all necessary or proper consequential directions." It was con-

tended, on behalf of the plaintiff, that the *onus* was on the persons who opposed a sale to shew a reason why the property should not be sold.

NORTH, J., refused to order a sale, but ordered a partition. He said that the difference between the language of section 5 and that of sections 3 and 4 was significant. Under section 4, when an application for a sale was made by the owner or owners of a moiety, the court could not refuse to order a sale unless it saw good reason to the contrary. The power given to the court by section 5 was a different one. There were no doubt some observations in the judgment of Lord Watson in *Nitt v. Jones* (5 App. Cas. 662) which gave colour to the argument of the plaintiff's counsel; but the point then decided was a different one—viz., whether a party could be compelled to sell his share at a valuation, and those observations were inconsistent with the views expressed by the other judges. In his lordship's opinion the court had a discretion to refuse to order a sale, unless the party who asked for it could satisfy the court that the other parties ought in fairness either to buy his share or to submit to a sale of the property. This had not been done in the present case.—COUNSEL, *Farwell*; *Le Riche*; *Cosens-Hardy*, Q.C., and *Leonard Field*; *Vernon R. Smith*; *P. F. Wheeler*. SOLICITORS, *Paterson, Snow, & Co.*; *Le Riche & Norman*; *Field, Roscoe, & Co.*; *F. & T. Smith & Sons*; *H. R. Reynolds*.

Re THE YEOLAND CONSOLS (LIM.)—Stirling, J., 17th May.

COMPANY—WINDING UP—APPLICATION BY SHAREHOLDER TO HAVE NAME REMOVED FROM LIST OF CONTRIBUTORIES—INFANCY—ACQUESCENCE—INFANTS' RELIEF ACT, 1874, s. 2.

In this case a question arose whether a shareholder to whom shares had been allotted during his infancy, and who had taken no steps after attaining his majority to have his name removed from the register, was rightly fixed on the list of contributories in respect of the shares. In 1882 the applicant was a clerk in the office of one Worseldine, who was one of the vendors to the company, and to whom certain shares had been allotted in part payment of the purchase-money. In May, 1882, the applicant, whilst in such employment, was informed by Worseldine, who at that time was also a director of the company, that he had caused 600 of the shares allotted to him to be placed in the applicant's name. In May, 1883, the applicant sought to have the shares allotted to him transferred to one Watts, but the company, in June, 1883, refused to register the transfer, on the ground that the proposed transferee was a pauper. On the 13th of January, 1886, the applicant attained the age of twenty-one years. From June, 1883, when the company refused to register the transfer, until after October, 1887, when the company went into voluntary liquidation, the applicant took no further steps to repudiate the shares. He now applied to have his name removed from the list of contributories, on the grounds that he never applied for the shares; that no notice of allotment was ever sent to him; that, at the time of such allotment, he was an infant under the age of twenty-one years; and that, since attaining the age of twenty-one years, he had done nothing which amounted to a ratification, nor was such ratification possible by reason of the Infants' Relief Act, 1874, s. 2.

STIRLING, J., said the question was whether the applicant's name had been entered on the register without sufficient cause. *Prima facie* a person who was entered on the register was entitled to the shares. They constituted property which might turn out to be very valuable, or, on the other hand, might carry with them only a very serious liability. When property was conveyed to a person the law assumed that he accepted it, but he was entitled to repudiate it if he did so within a reasonable time. In the present case the applicant was aware in 1882 that the shares were standing in his name. From his coming of age until the winding up of the company he must be taken to have had knowledge that his name was on the register, and he chose to allow it to remain there. He was uncertain whether or not the property would turn out well. Having chosen to allow his name to remain on the register he was bound. The case was not really distinguishable from *Ebbel's case* (5 Ch. 302) on the ground that in the present case there was no personal application. Having so acquiesced, he could not be allowed to say that his name was entered on the register without due cause. The application must therefore be refused with costs.—COUNSEL, *Vernon Smith*; *Thipson Beale*, Q.C. SOLICITORS, *H. H. Wells*; *Wilkins, Blyth, & Dutton*.

HIGH COURT.—PROBATE, &c., DIVISION.

BLACKHALL v. BLACKHALL AND CLARK—1st May.

DIVORCE—COSTS—CO-RESPONDENT—QUEEN'S PROCTOR—COSTS OF INTERVENTION—DIVORCE ACT, 1857 (30 & 21 VICT. c. 85), s. 34—MATRIMONIAL CAUSES ACT, 1880 (23 & 24 VICT. c. 144), s. 7—MATRIMONIAL CAUSES ACT, 1878 (41 & 42 VICT. c. 19), s. 2.

This was a husband's suit. On the 25th of April, 1887, the court pronounced a decree nisi for a dissolution of the marriage on the ground of the respondent's adultery, and condemned the co-respondent in the costs of the suit. The Queen's Proctor afterwards entered an appearance, and filed pleas alleging that the decree had been pronounced contrary to the justice of the case by reason of the withholding of material facts, and that the petitioner had connived at his wife's adultery. The suit was reheard on the Queen's Proctor's intervention before Butt, J., without a jury, and on the 21st of March, 1888, the Queen's Proctor's intervention was dismissed. Butt, J., made no order as to costs, but he stated that he should order the co-respondent to pay the petitioner's costs of the intervention if he had power to do so. On behalf of the petitioner a motion was now made for an order that the co-respondent should pay the petitioner's costs arising

out of the Queen's Proctor's intervention. It was urged that section 34 of the Divorce Act empowered the court to order the co-respondent, after his adultery had been established, "to pay the whole or any part of the costs of the proceedings," and that the Queen's Proctor's intervention, having resulted from the co-respondent's misconduct, was a part of the costs of the "proceedings" in the suit. It was also argued that section 2 of the Matrimonial Causes Act, 1878, had the effect of making any party to the suit liable to pay the costs of an intervention, and that the costs in question were analogous to the costs incidental to the variation of a marriage settlement, which latter costs were, since the decision of the court in *Gill v. Gill and Hogg* (3 S. & T. 359), thrown on a co-respondent who had been condemned in the costs of the suit. *Crawford v. Crawford and Dilke* (34 W. R. 677) was also referred to. On the other hand, it was urged that section 34 of the Divorce Act, 1857, gave the court no power to condemn the co-respondent in the costs of the intervention, because the power to intervene was only conferred by section 7 of the Matrimonial Causes Act, 1860, which was passed three years afterwards.

BUTT, J., said that he could have no power over the costs in question otherwise than by statute. There was much to be said in favour of both sides of the question, but the Divorce Act, 1857, could not have contemplated the costs of an intervention by the Queen's Proctor, a proceeding which did not exist till three years later. The present motion was unprecedented, and whether the proceedings upon an intervention were proceedings in the suit or not, no co-respondent had ever been allowed to appear in them, and *Crawford v. Crawford and Dilke* shewed that the co-respondent had no *locus standi*. The natural inference from this was that the co-respondent, having no right to appear in the intervention, could not be made responsible for the costs arising out of it, and he must, therefore, reluctantly reject the application.—COUNSEL, *H. B. Deane*; *Clay*. SOLICITORS, *A. S. Hardingham*; *Vanderpump & Son*.

WEST INDIAN INCUMBERED ESTATES COURT.

Re CARSON—May 2.

TRUSTEE—CHARGE ON TRUST ESTATE—RIGHT TO ENFORCE WHERE POSITION AS TRUSTEE GIVES NO UNDUE ADVANTAGE.

In this case a conditional order had been made for the sale of the Albion Estate, in the Island of Jamaica, upon the petition of Mr. Don, the consignee, and objections had been filed on behalf of Major Carson, the owner, and his mother, Mrs. Carson, who was entitled to an annuity. The facts, so far as material, are fully stated in the judgment.

CHIEF COMMISSIONER CURT.—On the 10th of October, 1887, a petition was presented in the above matter by Patrick Cockburn Don, the consignee of the Albion Estate in the Island of Jamaica. The above petition stated that the Albion Estate formerly belonged to James Carson, who died in 1872, having devised the estate (with other property) to his son, James Simpson Carson, the present owner, in fee, charged with an annuity of £1,000 a year payable to the testator's widow, Sarah Marriott Carson, during her life. The petition then stated a deed of conveyance dated the 23rd of February, 1881, and made between James Simpson Carson of the first part, Sarah Marriott Carson of the second part, and Patrick Cockburn Don and Richard Pennington of the third part, whereby, in pursuance of a family arrangement between James Simpson Carson and his mother, Sarah Marriott Carson, the Albion Estate (with other property) was conveyed to Mr. Don, the present petitioner, and Mr. Pennington (who was the family solicitor), subject to the said annuity of £1,000, nevertheless, in trust for James Simpson Carson and Sarah Marriott Carson, their heirs and assigns, as joint tenants. The petition then stated that the estate had, since the death of James Carson the testator, been managed by James Simpson Carson, and that Mr. Don, the petitioner, who had been consignee of the estate in the lifetime of the testator, had continued to act, and was then acting, as such consignee, and that a balance of about £9,000 was then due to him upon his account as consignee. The petition then stated that it was believed that the value of the estate was insufficient to pay this balance, and prayed for a sale of the estate. A conditional order having been made on the above petition, objections were, on the 10th of February, 1888, filed on behalf of James Simpson Carson (who is usually described as Major Carson), and his mother, Sarah Marriott Carson, on the following grounds:—(1) That the yearly interest on the incumbrances did not exceed one-half of the average yearly income of the estate; (2) that by virtue of the conveyance of the 23rd of February, 1881, and a deed of family arrangement of even date, Mr. Don and Mr. Pennington were trustees of the estate, and that, by reason of such trusteeship, Mr. Don was not entitled to any lien on the estate in respect of his balance, or that, if entitled to such lien, he could not enforce it by a sale; (3) that the accounts rendered by Mr. Don contained exorbitant commissions and other overcharges; and (4) that it would be unjust and inexpedient that the estate should be sold. [After discussing the 1st, 3rd, and 4th objections, and deciding against them, the learned chief commissioner continued:—] The principal objection which was insisted upon on behalf of Major Carson and Mrs. Carson was the second, which was based on the allegation that Mr. Don had, by accepting the office of trustee under the above mentioned conveyance of the 23rd of February, 1881, and the deed of arrangement of even date, precluded himself, if not from asserting any lien whatever on the estate, at least from enforcing such lien by a petition for sale in this court. The deed of arrangement of the 23rd of February, 1881, was not stated in the petition, but a copy of it has been produced, and the court is in possession of its contents. This deed is a long and elaborate family arrangement between Major Carson and his mother, Mrs. Carson, not only in respect of the Albion Estate, but of other property, and its primary

object appears to have been to secure the payment to Mrs. Carson of certain yearly sums during her life, and to indemnify her against certain liabilities. The deed contains no reference to Mr. Don's connection with the estate as consignee, or to the fact that a considerable balance was then due to him on his account, but was strictly confined to the relations between Major Carson and Mrs. Carson. With reference to the Albion Estate it was provided that the annuity of £1,000 a year given to Mrs. Carson by the testator's will, and all arrears thereof, should, during the joint lives of Major Carson and Mrs. Carson and as between them, be held in trust for Major Carson, and sink into the estate for his benefit. It was then provided that Mr. Don and Mr. Pennington should stand possessed of the Albion Estate (the legal estate in which was vested in them by the conveyance of even date), upon trust to permit Major Carson to retain possession, receive the rents and profits, and have the management thereof, until he should make default in the performance of the covenants thereafter contained, and, subject thereto, to secure the performance of such covenants, with a power of sale for that purpose. The deed then contained covenants by Major Carson with Mrs. Carson for payment to Mrs. Carson during their joint lives of the yearly sum of £2,000, and for her indemnity against certain liabilities. The objections to the sale are filed on behalf of Major Carson and Mrs. Carson jointly, and they appear by the same counsel, so that for the present purpose they must be considered to be acting in unison. It is not alleged on behalf of Mrs. Carson that Major Carson has made default in the performance of the covenants above referred to, or that Mrs. Carson has, in consequence of such default, called upon the trustees to take any active steps on her behalf. So far, therefore, as Mr. Don and Mr. Pennington are concerned, the trusts reposed in them by the conveyance of the 23rd of February, 1881, and the deed of arrangement of even date have been dormant trusts, similar to the trusts of a term limited in an ordinary settlement for securing a jointure. Mr. Don and Mr. Pennington could not, by virtue of these trusts, have interfered with the management of the estate or even have made inquiries as to such management, nor could they, by virtue of their office as trustees, have obtained any information as to the trust estate or any power over it which would give them an undue advantage over other persons. They were from the date of the deed and have ever since remained dormant trustees. Mr. Pennington does not appear to have ever done any act whatever in connection with the estate. Mr. Don, however, who was at the date of the deeds, and had been for many years previously acting as consignee of the estate, continued to act in that capacity with the full knowledge and approval of Major Carson and Mrs. Carson as if the deeds had never been executed, and certainly without any intimation that his rights or liens would be curtailed or affected thereby. In perfect faith that his position remained unaltered, he continued to receive the consignments and to furnish the necessary supplies for the cultivation of the estate, rendering his customary accounts every quarter to Major Carson. It is contended, however, that, under the above circumstances, and in consequence of his having been made a trustee of the above deeds, Mr. Don is now precluded from asserting his claim as consignee to have the balance due to him raised by a sale of the estate, and in support of this contention several cases have been cited, including, amongst others, the case of *Hamilton v. Wright* (9 Cl. & Fin. 111) and the case of *Tennant v. Trenchard* (4 Ch. 537). Both those cases contain strong expressions of opinion that a trustee is not only debarred from taking advantage of his position as trustee to the prejudice of the *cestui que trusts*, but is restrained from exercising even such legal rights as he may possess, independently of the trust, in a manner detrimental to the trust estate of which he is a trustee. In the case of *Hamilton v. Wright* the respondent, being trustee of a deed of assignment for the benefit of creditors, bought at an under-value an annuity charged upon the debtor's estate, and it was held that he could not enforce the annuity against the trust estate for its full value, but only to the extent of the money he had actually paid for it. In the case of *Tennant v. Trenchard* a trustee, under a power in the trust deed, acquired a charge on the trust estate, which he sought to enforce by foreclosure, and the Court of Appeal, varying a judgment of Giffard, V.C., held that, although the trustee was entitled to realize his charge, it must be done by a sale and not by a foreclosure, which might operate unfairly to the interests of the *cestui que trusts*. Neither of these cases appears to me to support the contention of Major Carson and Mrs. Carson. In both these cases the trustee had active duties to perform, which involved corresponding obligations, and the decision in each case was not that he should be deprived of his just rights, but that he should not enforce them so as to prejudice the trust estate. In the first case the trustee was not allowed to set up the annuity which he had purchased for more than the amount he had paid for it, but to that extent he was allowed the full benefit of it, and in the second case the trustee was not allowed to foreclose, and thus acquire the whole trust estate for his own benefit, but the estate was ordered to be sold, that being in the opinion of the court a proceeding in which the rights of all parties would be fairly adjusted. In the present case Mr. Don and Mr. Pennington are not trustees with active duties, but are dormant trustees of a legal estate to secure the performance of certain personal covenants between Major Carson and Mrs. Carson, with which the trustees are in no way concerned, and they never have been, nor are they likely to be, called upon to perform any duties whatever in relation to their trust. Mr. Don is, moreover, not seeking in any way to prejudice the rights of any parties interested in the trust estate, but is claiming, as in *Tennant v. Trenchard*, to have the balance due to him, and which is secured by an equitable lien, the validity of which is not in other respects disputed, realized by a sale of the estate, the actual amount due to him and the priority of his charge being matters for future consideration. Such a claim does not appear to me to be in any way inconsistent with the position of Mr. Don as trustee under the deeds of the 23rd of February, 1881, or to be affected in any

way by those deeds. The view I have above stated is borne out by the case of *Re Pumpfrey* (22 Ch. D. 255), which was cited by Mr. Terrell. In that case a trustee had advanced money of his own in aid of the trust estate on the completion of a purchase of freehold property for the benefit of the trust, and the court held, not only that the trustee was entitled to a lien on the trust estate in respect of the money so advanced, but to have that lien enforced in case of need by a sale of the estate. I am, therefore, of opinion on the above grounds that the second objection urged by Major Carson and Mrs. Carson cannot be maintained, and as I have already expressed a similar opinion as to the other objections, I must overrule the objections and make an absolute order for the sale of the estate. I think, however, that the owner must be allowed his costs of the objections, including the costs of the present hearing, and that for this purpose Major Carson and Mrs. Carson may be treated as joint owners.—COUNSEL, *Terrell*, for the petitioners; *Whitthorne*, Q.C., and *Armistead*, for the owner and the annuitant.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 2nd and 3rd of May, 1888:—

Allen, Herbert Elliott	Mellersh, Herbert Lewis
Aylwin, Charles Herbert Bernard	Merson, Thomas
Binny, Stuart Scott	Michell, Thomas Field
Bloxham, William Richard	Moon, Walter
Brown, Charles Stubbs	Motabhy, Rustumjee Naorojee
Browne, Oscar	Nasbet, Alfred
Butterfield, Sidney Gulielmus	Norgate, Percival Edward
Carruthers, Richard	Owen, Thomas Edward
Chapman, Charles Aubrey	Payn, Sydenham Armstrong
Chapman, Thomas	Pearson, Frank
Chorley, Arthur Reginald	Poley, Walter John Weller
Clarke, Henry	Pollard, Henry Tomlin
Cosens, Alan	Press, Edward Payne
Crowther, John Edward	Prosser, William Wozencroft Thomas
Cruddas, John Swale	Riccard, Norman Hastings
Cumpsty, William John	Richmond-Parry, Llewellyn Erskine
Danger, Reginald Neville	Rix, Wilton John
Fall, George Frederic	Rowcliffe, Edward Lee
Field, Bernard Henry Durrant	Rowlands, James David John
Gamble, George Henry	Shaw, Grove
Gill, Henry Howes Courtenay	Speeding, James Habersham
Gregson, William Harold	Sprett, Alfred Hewson
Hall, Frederick William	Stephens, Henry Arthur Dent
Hampson, Denis Christian	Taylor, Arthur
Harvey-Tucker, Charles William	Thompson, Septimus Constantine
Haslam, Anderson	Toller, Francis Holford
Henstock, Frank Woodiwis	Tottle, Walter
Hewitt, Tom Edwin	Wace, Robert
Hills, Gerald Hewitt French	Wadsworth, Henry Hodgson
Howard, Percy	Watkins, Charles
Jarvis, Matthew Jervoise	Watson, James
Jenkins, Charles Griffith	Welch, Arthur Frederick Budd
Jepson, Harold Ernest	Wellbeloved, John Kenrick
Jeram, Frank Ernest	Wheeler, George Albert
Jones, Alfred William	Whittingham, Richard
Knight, William Stanley Macbean	Whitworth, Reginald
Lawrence John Harold	Williams, Blair Hamilton Lee
Leman, Herbert	Williams, Henry William
Lowndes, Frederick William	Williams, John Thomas
Mackay, William Gayer Starbuck	Wimbush, Geoffrey Vernon Barnes
Marquis, Robert	Witherington, Stephen
Marsden, George Allen	Woods, George Calder
Mason, Charles Eagleton Stuart	Wratislaw, Theodore William Graf
Maxwell, William George	Wright, William Aden
Medcalf, Sydney	

HONOURS EXAMINATION.

April, 1888.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

FIRST CLASS.

[In order of merit.]

Basil Fletcher, B.A., who served his clerkship with Mr. John Bartlett, of the firm of Messrs. Pedley & Bartlett, of London.

Thomas Tozer Bickford, who served his clerkship with Mr. Jeffery Edwards Michelmores, of the firm of Messrs. Forl, Lloyd, Bartlett, & Michelmores, of London.

Thomas Slack Strong, who served his clerkship with Mr. John Hewatson Brown, of the firm of Messrs. Wright & Brown, of Carlisle; and with Messrs. Gray & Mounsey, of London.

James William Rusby, LL.B., who served his clerkship with Mr. William Thomas Skepper Murr, of London.

Percy M-liss Smyth, who served his clerkship with Mr. Palgrave Simpson, of the firm of Messrs. Simpson & North, of Liverpool; and Messrs. Wynne, Holme, & Wynne, of London.

Thomas Burland Todd, who served his clerkship with Mr. Stephen Ellis Todd, of the firm of Messrs. Crust, Todd, & Mills, of Beverley.

Richard Barker William Hall, who served his clerkship with Mr. Thomas Mieres Percival, of the firm of Messrs. Howes, Percival, & Ellen, of Northampton.

SECOND CLASS.

[In alphabetical order.]

Oswald Charlton, who served his clerkship with Messrs. Stanton & Atkinson, of Newcastle-on-Tyne; and Messrs. Crossman & Prichard, of London.

John Adams Forward, who served his clerkship with Mr. Samuel Forward, of the firm of Messrs. Tucker & Forward, of Chard; and Messrs. Geare, Son, & Pease, of London.

Alfred Hosegood, who served his clerkship with Messrs. Ponsford, Joyce, & Davis, of Bardon, near Taunton; and Messrs. Rowcliffes, Rawle, & Co., of London.

Edmund Leach, who served his clerkship with Messrs. Withington, Petty, & Boutflower, of Manchester.

John Lewes Phillips, who served his clerkship with Mr. Henry Warren Jones, of the firm of Messrs. Nicol, Son, & Jones, of London.

Philip Henry Sharpley, who served his clerkship with Mr. Thomas Mountain, of the firm of Messrs. Stephenson & Mountain, of Great Grimsby; and Messrs. Williamson, Hill, & Co., of London.

Edwin James Turner Webb, who served his clerkship with Mr. George Feltham, of Portsea; and Mr. Arthur Walter Mills, of London.

THIRD CLASS.

[In alphabetical order.]

Percy Colquhoun Atkins, B.A., LL.M., who served his clerkship with Messrs. Hollams, Son, & Coward, of London.

John Gerald Cobb, B.A., who served his clerkship with Mr. W. H. Winterbotham, of the firm of Messrs. Waterhouse, Winterbotham, & Harrison, of London.

Henry Allan Izod, who served his clerkship with Mr. Charles Lovett Grundy, of the firm of Messrs. Grundy, Izod, & Grundy, of London.

Thomas Johnes Llewellyn, B.A., who served his clerkship with Mr. Richard E. Spencer, of the firm of Messrs. Dalton, Spencer, Corbett, & Evans, of Cardiff; and Messrs. Crowders & Vizard, of London.

Philip Hubert Martineau, B.A., who served his clerkship with Messrs. Martineau & Reid, of London.

William Morgan, who served his clerkship with Mr. Henry Casimer Lambert, of Hull.

Herbert Woods Parker, who served his clerkship with Mr. John Henry Peck, of the firm of Messrs. Mayhew, Son, & Peck, of Wigan.

Francis O'Neill Peacock, who served his clerkship with Mr. Evelyn Sherard Falkner, of Newark-upon-Trent.

Reginald Rimmer, who served his clerkship with Mr. William Dixon, of Liverpool; and Mr. Russell Gole, of London.

John Alexander Simpson, who served his clerkship with Mr. John Warren Briggs, of Nottingham; and Messrs. Jackson & Co., of London.

Robert Wheldon, who served his clerkship with Mr. James Kirkley, of South Shields.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Fletcher—Prize of the Honorable Society of Clement's Inn—value £10 guineas; and the Daniel Reardon prize—value about 25 guineas.

To Mr. Bickford—prize of the Honorable Society of Clifford's Inn—value 10 guineas.

To Mr. Strong—prize of the Honorable Society of New Inn—value 5 guineas.

To Mr. Rusby—prize of the Incorporated Law Society—value 5 guineas.

To Mr. Smyth—prize of the Incorporated Law Society—value 5 guineas.

To Mr. Todd—prize of the Incorporated Law Society—value 5 guineas.

To Mr. Hall—prize of the Incorporated Law Society—value 5 guineas.

The Council have given class certificates to the candidates in the second and third classes.

Forty-two candidates attended the examination.

MR. BASIL FLETCHER, whose name appears first in the above list, is the son of Mr. William Fletcher, of Esmonde, Old Park-road, Enfield. He was educated at University College School, and graduated B.A. at the University of London in 1884. It is worthy of observation that the winners of the first place at the three last Final Examinations have all been graduates of, or in process of graduation at, the London University.

SOME RECENT STUDENTS' BOOKS.

A SUMMARY OF THE LAW AND PRACTICE IN THE ECCLESIASTICAL COURT. By T. EUSTACE SMITH, Barrister-at-Law. THIRD EDITION. Stevens & Haynes.

The popularity of Mr. Eustace Smith's work on Ecclesiastical Law among law students is now thoroughly established. Considering that only one question is generally set in this subject at the pass and honours' examination of the Incorporated Law Society, we are not surprised that candidates are contented with confining their attention to this excellent summary. In the present edition, which is increased in bulk by about

twenty pages, nearly all the recent cases and statutes are carefully referred to, including the Incumbents' Resignation Act, 1871, Amendment Act, 1887, and the Extraordinary Tithe Redemption Act, 1886. We observe, however, that on page 74 the author has failed to notice the alteration in the law relating to plurality effected by section 14 of the 1885 Act—in fact, save its name in a foot-note, we fail, after careful search, to discover any reference to the provisions of this Act relative to inadequate performance of ecclesiastical duties, non-residence, assignment of curates in populous benefices, &c. Notwithstanding the writer's laudable desire to keep his work within a readable size, we think it would be better not to pass over such a statute.

A COMPENDIUM OF THE LAW OF TORTS. By HUGH FRASER, M.A., LL.M., Barrister-at-Law. Reeves & Turner.

Though originally consisting of rough notes of the outlines of the author's lectures delivered at Liverpool, the author's analysis of the law of torts will be read to great advantage as a refresher of memory by students who have read any larger work. The author disclaims any intention of presenting a "cram" book, but his work can be usefully employed for "cramming" all the same. The book does not aim at any originality, but the law is stated with terseness and accuracy.

AN ANALYSIS OF SNELL'S PRINCIPLES OF EQUITY. WITH NOTES. By E. E. BLYTH, LL.D., B.A., Solicitor. SECOND EDITION. Stevens & Haynes.

This is mainly an analysis of the eighth edition of Snell's Principles, but definitions are occasionally taken from other works. The appearance of a second edition so shortly proves that the work must have been found useful as a companion, but certainly merely in the capacity of a companion leaning on a powerful supporter. Turning to several passages such as "Powers in the Nature of Trusts," "Mistake of Fact," "Three Old Forms of Mortgage," we find that, without the principal, the analysis is hardly understandable. If, however, the analysis is read, as intended, chapter by chapter with the original, and the reader puts in a few explanatory remarks of his own, he may spare himself the trouble of making one for himself.

UNITED LAW SOCIETY.—May 7.—Mr. F. Minchin Voules moved "That a tax should be levied on all foreign immigrants to this country." The following spoke—for the motion: Messrs. Lee-Nash, Goodall, Vidler, Aiyangar, Cox, and Green; against: Messrs. Moyle, Batt, McMillan, Kains-Jackson, Common, Yates, and Lazarus. The motion was lost by six votes. A resolution of condolence on the death of the late Mr. W. S. Shirley was unanimously passed. A resolution was also carried protesting against the proposed sale of Barnard's-inn. The following gentlemen were appointed to represent the society at the Congress to be held under its auspices in June next:—Messrs. Common, Pearson, Yates, Marcus, Goodall, Lazarus, Aiyangar, W. J. Bull, Green, Sherrington, Moyle, and Napier. It was announced that Lord Macnaghten had consented to preside at the annual dinner to be held in connection with the Congress on the 22nd of June.

May 9.—The society held a successful smoking concert at the Duval Restaurant, Temple Bar, at which Mr. Lewis Coward took the chair.

May 14.—Mr. Edward Cutler, Q.C., opened the debate by moving:—"That the cultivation of some form of art promotes rather than hinders success in a learned profession." The debate was continued by Messrs. Moyle, Marcus, Eustace Smith, Aiyangar, Lazarus, Beaumont Morice, Vidler, and Goodall. Mr. Cutler having replied, the motion was carried by a large majority.

NEW ORDERS, &c.

NATIONAL DEBT CONVERSION ACT, 1888.

Pay Office (Supreme Court).

All persons who are entitled, under order of court or other authority, to receive dividends on Consols and Reduced Three per Cent. Annuities, which have been exchanged for Two-and-Three-Quarter per Cent. Consolidated Stock, are notified that cheques will be delivered at the Pay Office, or will be sent by post, on and after the 22nd inst. as follows:—(a) For a quarter's dividend to the 5th of April, 1888, including bonus of 5s. for every £100 of Consols so exchanged; (b) for like bonus on Reduced Three per Cent. Annuities so exchanged. Subsequent dividends may be claimed at the usual quarterly periods.

LEGAL NEWS.

OBITUARY.

MR. JOHN JAMES, solicitor, of Wrexham, died on the 1st inst., in his eighty-first year. Mr. James, who was one of the oldest solicitors in North Wales, was born at Wem in 1807. He served his articles with the late Mr. Lee, of Wrexham, and he was admitted a solicitor about the year 1829, and he afterwards became a member of the firm of Owen & James, of Wrexham. In 1857 upon the incorporation of Wrexham, Mr. James was elected the first town clerk of the borough. In 1879 he resigned the office after holding it for twenty-two years, and he was on that occasion presented with his portrait by the subscription of the members of the corporation and other friends. He shortly afterwards retired from

practice. Mr. James was a magistrate for the borough of Wrexham, and was for many years treasurer of the Wrexham Savings Bank. He had been twice married, and he leaves three sons and three daughters. Mr. James was buried at Gwersyllid on the 6th inst.

Mr. JOHN RYALLS, solicitor, of Sheffield, died on the 8th inst., in his eighty-fourth year. Mr. Ryalls was the son of Mr. John Ryalls, of Sheffield, and was born in 1804. He was formerly a clerk in the office of Messrs. Clark & Shepherd, of Burnley, and he was afterwards articled to Mr. Henry Broomhead, of Sheffield. He was admitted a solicitor in 1829, and he had thus practised for nearly sixty years at Sheffield. He was a perpetual commissioner for the West Riding of Yorkshire, and he had a large private practice. He was at the time of his death in partnership with Mr. Leonard Atkinson Ryalls, who was admitted a solicitor in 1865. Mr. Ryalls was married to the third daughter of Mr. Joseph Wager, of Worsborough, and he leaves seven children.

Mr. FRANCIS BARROW, barrister, late judge of county courts, died at 3, Phillimore-gardens, Kensington, on the 13th inst. Mr. Barrow was the only son of the Rev. Francis Barrow, and was born in 1821. He was educated at Wadham College, Oxford, where he graduated second class in Mathematics in 1841, and he was called to the bar at Lincoln's-inn in Michaelmas Term, 1844. He formerly practised on the Home Circuit and at the Kent Sessions, and he had for many years an extensive criminal and sessions business. In 1876 he was appointed by Lord Cairns to the judgeship of county courts for Circuit No. 20, comprising Leicestershire, Rutlandshire, and parts of Lincolnshire, but he resigned on account of ill-health. Mr. Barrow was a magistrate for the county of Kent, and he was recorder of the city of Rochester from 1867 till about six months ago. He was married in 1850 to the daughter of Admiral Thomas Dick.

Mr. FREDERICK SOLLY-FLOOD, barrister, late Attorney-General of Gibraltar, died at Gibraltar on the 13th inst. Mr. Flood was the only son of Mr. Richard Solly. He was born in 1801, and he assumed the additional name of Flood by royal licence. He was educated at Harrow, and at Trinity College, Cambridge. He was called to the bar at Lincoln's-inn in Easter Term, 1828, and he formerly practised on the Midland Circuit, and at the Warwickshire and Northamptonshire Sessions. He was Attorney-General of Gibraltar for about fifteen years, and he resigned on account of ill-health in 1877. Mr. Flood was married in 1824 to the daughter of the Rev. Thomas Williamson, but he became a widower in 1864.

Mr. SAMUEL BENJAMIN MERRIMAN, solicitor (of the firm of Merriman, Pike, & Merriman), of 25, Austin-friars, died at his residence at Tottenham on the 30th ult. Mr. Merriman was educated at Winchester. He was admitted a solicitor in 1836, and he had practised for over half a century in the City of London. He was at the time of his death in partnership with Mr. James Robert Pike and Mr. Thomas Mark Merriman. A correspondent says:—"From the date of his admission in Hilary Term, 1836, down to three days before his death on the 30th ult., Mr. Merriman was in active work, having been during that long period absent from his business only on the occasion of his short holidays, which were very rare and seldom longer than a few days. His great knowledge of his profession in all its details, his large and varied experience of practical affairs, and, above all, his vigorous personality, cannot have failed to make a deep impression upon the many people who were brought into contact with him in the course of his long and busy life. His acute and powerful intellect was always at the service of his client, in whose interests he was ready to do anything except depart in the slightest degree from the upright and honourable path which he always marked out for himself. So strong was this characteristic that "you may trust Merriman, he is as straight as a die," or some similar expression, was of everyday occurrence with those who knew or had business dealings with him. Mr. Merriman was, however, very far from being a mere lawyer and man of business—eminent as were his qualities in those capacities—but he was in addition a ripe classical scholar, taking the keenest interest in classical literature to the last, and, moreover, an ardent student of English literature. I believe he usually carried in his bag a small edition of Horace to and from his residence, occupying his spare moments in reading that poet. In his death his clients lose a legal adviser of exceptional competency and experience, and they, in common with many others, a firm and true friend and a cultured and genial companion."

APPOINTMENTS.

Mr. THOMAS BATES, solicitor, of Sudbury, has been appointed Clerk to the Sudbury School Board. Mr. Bates is coroner for the borough of Sudbury. He was admitted a solicitor in 1879.

Mr. STEPHEN LANCILOT MONCKTON, solicitor, of Maidstone, has been elected Clerk to the East Peckham School Board. Mr. Monckton is also clerk to the Maidstone School Board. He was admitted a solicitor in 1884.

Mr. JOHN ALBERT FARNFIELD, solicitor, of 90, Lower Thames-street, has been appointed Treasurer to the Royal Masonic Benevolent Institution. Mr. Farnfield was admitted a solicitor in 1863.

Mr. ALFRED WILLIAM CHUBB, solicitor, of Malmesbury, has been appointed Secretary to the Malmesbury Gas and Coke Co., in succession to his father, the late Mr. Thomas Henry Chubb. Mr. A. W. Chubb was admitted a solicitor in 1848.

Mr. NATHANIEL FODDERINGHAM BRIGGS, barrister, has been appointed Judge of the Petty Debts Court at George Town, Barbadoes. Mr. Briggs is the third son of Mr. Augustus Briggs, of Barbadoes. He was called to the bar at the Inner Temple, in January, 1880.

Mr. MICHAEL HENRY GALLWEY, C.M.G., Attorney-General of Natal, has been created a Knight Commander of the Order of St. Michael and St. George. Sir M. Gallwey was called to the bar in Ireland in 1853.

SIR SALVATORE NAUDI, Knight, Judge of the Court of Appeal for the Island of Malta, has been created a Companion of the Order of St. Michael and St. George.

Mr. JOHN WESLEY SHEPSTONE, Judge of the Native High Court of the Colony of Natal, has been created a Companion of the Order of St. Michael and St. George.

Mr. ALBERT LEWIS, Q.C., has been appointed Judge of the Court of Appeal in Barbadoes. Mr. Lewis is the son of Mr. Joseph Lewis, of St. Vincent. He was called to the bar at the Middle Temple in Hilary Term, 1870. He was appointed a Queen's Counsel for the Island of St. Vincent in 1879, and Attorney-General of Tobago in 1881.

Mr. ALFRED SOUTHWELL, solicitor, of Wisbeach, has been appointed Secretary to the Chatteris Public Hall Co. Mr. Southwell was admitted a solicitor in 1884.

Mr. CHARLES PETER LAYARD, barrister, has been appointed to act as Solicitor-General of Ceylon. Mr. Layard is the eldest son of Mr. Charles Peter Layard, of Colombo, and was born in 1850. He was educated at St. John's College, Cambridge, and he was called to the bar at the Inner Temple in Trinity Term, 1873.

Mr. WILLIAM STEPHEN JONES, solicitor (of the firm of Jones & Forrester), of Malmesbury, has been appointed Registrar of the Malmesbury County Court, in succession to the late Mr. Thomas Henry Chubb. Mr. Jones is clerk to the county magistrates and to the Luchington School Board, and under-sheriff for Wiltshire. He was admitted a solicitor in 1840.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

ARTHUR WILLIAM HURRELL and JOHN LAWRENCE, solicitors, 165, Queen Victoria-street, London. April 1. [*Gazette*, May 18.]

DANIEL MEDCALF and JOHN MEDCALF, solicitors (Medcalf & Medcalf), 63, Finsbury-pavement, London. March 16.

WYNNE EDWIN BAXTER, HENRY WILLIAM HENNIKER RANCE, and EDWARD MEADE, solicitors (Wynne Baxter, Rance, & Meade), 9, Laurence Pountney-hill, Cannon-street, London. May 19. [*Gazette*, May 22.]

GENERAL.

Mr. Alfred Evans, solicitor, of Liverpool, ascended Snowdon on Sunday and safely descended by way of Penypas. Later in the day he started to ascend Clonwyn Llywedd, and had climbed about 200 feet, when he missed his footing and fell a distance of 150 feet on to a ledge of rock. The body, which was terribly mutilated, was recovered and taken to the Penygwryd Hotel. Mr. Evans was only twenty-four years of age.

The following are the circuits chosen by the judges of the Queen's Bench Division for the ensuing Summer Assizes—viz.: Oxford Circuit, Denman and Charles, JJ.; South-Eastern Circuit, Pollock, B.; North Wales Circuit, Field, J.; South Wales Circuit, Mathew, J.; Western Circuit, Huddleston, B., and Day, J.; Home Circuit, Huddleston, B.; Midland Circuit, Hawkins and Wills, JJ.; Northern Circuit, Stephen and Grantham, JJ.; North-Eastern Circuit, Cave and A. L. Smith, JJ.

The *Albany Law Journal* says that:—"Senator Wade Hampton tells this story about Senator 'Zeb' Vance's first case in the North Carolina Supreme Court. His client had been worsted in the lower court, and Vance took an appeal. It was his first argument in the court, and he took great pains with it. When the court came to render a decision, the Chief Justice quoted Vance's argument in full. As he was proceeding Vance looked proudly round at the other lawyers and cheerfully rubbed his hands. To his mind that was the greatest argument ever presented to a court. The court read Vance's argument through, and then said: 'For these reasons we affirm the decision of the court below.'"

The Alexandria correspondent of the *Times* says that in the case of *Limperopoulos v. The Egyptian Government*, which has now reached the final stage before the International Court of Appeal, Mr. Limperopoulos claims from the Egyptian Government £E2,910, the value of 110 obligations purporting to be signed by General Gordon at Khartoum on April 25, 1884. The Egyptian Government denies its liability, its reply being: "We refuse to pay because the documents you hold are either forgeries or, if genuine, have been already paid, and are illegally in your possession." On the fall of Khartoum the lithographic stone, the paper, the ink, and all material for the indefinite multiplication of the Gordon obligations passed into the hands of the Mahdists. The so-called Gordon Bonds once legalized, Egypt becomes responsible for a perpetual subsidy to the Mahdists, limited only by the extent of their moderation.

In the House of Commons on the 17th inst. Mr. Brookfield asked the Attorney-General whether his attention had been drawn to the fact that Barnard's-inn, one of the inns of chancery, was to be offered for sale on the 20th of June next; whether this inn was an ancient corporation originally established for the training of law students; and whether the sale, if it took place, would divert a public property to private purposes. The Attorney-General said: "Whatever may have been the original constitution of Barnard's-inn, I believe that, in common with many other inns of the same character, it long since passed into private hands, and

therefore, to the best of my belief, under the present sale no property will be diverted from public to private purposes. As the hon. member is probably aware, there were and are many other inns in a similar position, and they are believed to have been private establishments with a view to the study of the law.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Fri., May 25	Mr. Jackson	Mr. Warl	Mr. Carrington	Mr. Clowes
Saturday... 26	Carrington	Pemberton	Jackson	Koe
Monday... 28	Lavie	Clowes	Pugh	Jackson
Tuesday... 29	Pugh	Koe	Lavie	Carrington
Wednesday 30	Leach	Clowes	Pugh	Jackson
Thursday... 31	Beal	Koe	Lavie	Carrington
Fri., June 1	Godfrey	Clowes	Pugh	Jackson
Saturday... 2	Rolt	Koe	Lavie	Carrington
		Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEEWEICH.
Friday, May 25	Mr. Leach	Mr. Godfrey	Mr. Lavie	
Saturday... 26	Beal	Rolt	Pugh	
Monday... 28	Rolt	Ward	Beal	
Tuesday... 29	Godfrey	Pemberton	Leach	
Wednesday 30	Beal	Ward	Beal	
Thursday... 31	Godfrey	Pemberton	Leach	
Fri., June 1	Rolt	Pemberton	Beal	
Saturday... 2	Godfrey	Ward	Leach	

SUPREME COURT OF JUDICATURE.

TRINITY SITTINGS, 1888.

COURT OF APPEAL.

Appeal Court, I.

Final and interlocutory appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division sitting in Bankruptcy.

Tues., May 29	App. motns. ex pte—org. motns.—and apps from orders made on interlocutory motns
Wednesday 30	Interlocutory apps continued
Thurs., ... 31	Apps from the Q.B. Final List
Friday June 1	Bkey apps & apps from Q.B. Final List if necessary
Saturday... 2	Apps from the Q.B. Final List
Monday... 4	App. motns. ex pte—org. motns.—and apps from orders made on interlocutory motns & also apps from the final list if required
Wednesday 6	App. motns. ex pte—org. motns.—and apps from orders made on interlocutory motns & also apps from the final list if required
Thurs., ... 7	Apps from Q.B. final list
Friday... 8	Bkey apps & apps from Q.B. Final List if necessary
Sat., ... 9	Apps from Q.B. final list
Mon., ... 11	App. motns. ex pte—org. motns.—and apps from orders made on interlocutory motns & also apps from the final list if required
Tuesday... 12	App. motns. ex pte—org. motns.—and apps from orders made on interlocutory motns & also apps from the final list if required
Wednesday 13	App. motns. ex pte—org. motns.—and apps from orders made on interlocutory motns & also apps from the final list if required
Thursday... 14	Apps from Q.B. final list
Friday... 15	Bkey apps & apps from Q.B. Final List if necessary
Saturday... 16	Apps from Q.B. final list
Monday... 18	App. motns. ex pte—org. motns.—and apps from orders made on interlocutory motns & also apps from the final list if required
Tues., ... 19	App. motns. ex pte—org. motns.—and apps from orders made on interlocutory motns & also apps from the final list if required
Wed., ... 20	App. motns. ex pte—org. motns.—and apps from orders made on interlocutory motns & also apps from the final list if required
Thursday... 21	Apps from the Q.B. Final List
Friday... 22	Bkey apps & apps from Q.B. final list if necessary
Saturday... 23	Apps from Q.B. Final List
Tuesday... 26	App. motns. ex pte—org. motns.—and apps from orders made on interlocutory motns & also apps from the final list if required
Wednesday 27	App. motns. ex pte—org. motns.—and apps from orders made on interlocutory motns & also apps from the final list if required
Thursday... 28	Apps from Q.B. Final List
Friday... 29	Bkey apps & apps from Q.B. final list if necessary
Saturday... 30	Apps from Q.B. final list
Mon., July 2	App. motns. ex pte—org. motns.—and apps from orders made on interlocutory motns & also apps from the final list if required
Tuesday... 3	App. motns. ex pte—org. motns.—and apps from orders made on interlocutory motns & also apps from the final list if required

Wednes... 11	App motns ex pte—Orgl motns.—and apps from orders made on interlocutory motns and also apps from final list if required
Thursday... 12	Apps from Q.B. final list
Friday... 13	Bkey apps & apps from Q.B. final list if necessary
Monday... 16	Apps from Q.B. final list
Tuesday... 17	App motns ex pte—Orgl motns.—and apps from orders made on interlocutory motns and also apps from final list if required
Wednesday 18	App motns ex pte—Orgl motns.—and apps from orders made on interlocutory motns and also apps from final list if required
Thursday... 19	Apps from Q.B. final list
Friday... 20	Bkey apps & apps from Q.B. final list if necessary
Sat... 21	Apps from Q.B. final list
Monday... 23	App. motns. ex pte—orgl. motns.—and apps from orders made on interlocutory motns and also apps from final list if required
Wednesday 25	App. motns. ex pte—orgl. motns.—and apps from orders made on interlocutory motns and also apps from final list if required
Thursday... 26	Apps from Q.B. final list
Friday... 27	Bkey apps & apps from Q.B. final list if necessary
Saturday... 28	Apps from the Q.B. final list
Monday... 30	App. motns. ex pte—orgl. motns.—and apps from orders made on interlocutory motns and also apps from final list if required
Wed., Aug. 1	App. motns. ex pte—orgl. motns.—and apps from orders made on interlocutory motns and also apps from final list if required
Thursday... 2	Apps from Q.B. final list
Friday... 3	Bkey apps & apps from Q.B. final list if necessary
Sat., ... 4	Apps from the Q.B. final list
Monday... 6	App. motns. ex pte—orgl. motns.—and apps from orders made on interlocutory motns and also apps from final list if required
Tues., ... 7	App. motns. ex pte—orgl. motns.—and apps from orders made on interlocutory motns and also apps from final list if required
Wednesday 8	App. motns. ex pte—orgl. motns.—and apps from orders made on interlocutory motns and also apps from final list if required
Thurs., ... 9	Apps from the Q.B. final list
Friday... 10	Bkey apps & apps from Q.B. final list if necessary
Saturday... 11	Apps from Q.B. final list

Appeal Court, II.

Final and interlocutory appeals from the Chancery, and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), and the County Palatine and Stannaries Courts.

Tues. May... 29	App. motns. ex pte—Orgl. motns.—and apps from orders made on interlocutory motns (sep list) and apps from general list if required
Wednesday 30	Apps from the Chancery General List
Thursday... 31	County Palatine Apps, and if necessary apps from the Chan Gen List

Friday, June 1	Apps from the Chancery General List
Saturday... 2	App motns ex pte—Original motns—apps from orders made on interlocutory motns (sep list), and apps from gen list if required
Wednesday... 6	County Palatine Apps, and if necessary apps from Chan gen list
Thursday... 7	Apps from the Chancery General List
Friday... 8	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Saturday... 9	Apps from the Chancery General List
Monday... 11	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Tuesday... 13	Apps from the Chancery General List
Wednesday 14	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Thursday... 15	Apps from the Chancery General List
Friday... 16	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Saturday... 17	Apps from the Chancery General List
Monday... 19	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Tuesday... 20	Apps from the Chancery General List
Wednesday 21	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Thursday... 22	Apps from the Chancery General List
Friday... 23	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Saturday... 24	Apps from the Chancery General List
Monday... 26	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Tuesday... 27	Apps from the Chancery General List
Wednesday 28	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Thursday... 29	Apps from the Chancery General List
Friday... 30	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Saturday... 31	Apps from the Chancery General List
Monday... 3	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Tuesday... 4	Apps from the Chancery General List
Wednesday 5	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Thursday... 6	Apps from the Chancery General List
Friday... 7	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Saturday... 8	Apps from the Chancery General List
Monday... 10	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Tuesday... 11	Apps from the Chancery General List
Wednesday 12	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Thursday... 13	Apps from the Chancery General List
Friday... 14	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Saturday... 15	Apps from the Chancery General List
Monday... 17	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Tuesday... 18	Apps from the Chancery General List
Wednesday 19	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Thursday... 20	Apps from the Chancery General List
Friday... 21	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Saturday... 22	Apps from the Chancery General List
Monday... 24	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Tuesday... 25	Apps from the Chancery General List
Wednesday 26	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Thursday... 27	Apps from the Chancery General List
Friday... 28	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Saturday... 29	Apps from the Chancery General List
Monday... 31	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Tuesday... 1	Apps from the Chancery General List
Wednesday 2	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Thursday... 3	Apps from the Chancery General List
Friday... 4	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Saturday... 5	Apps from the Chancery General List
Monday... 7	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Tuesday... 8	Apps from the Chancery General List
Wednesday 9	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Thursday... 10	Apps from the Chancery General List
Friday... 11	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Saturday... 12	Apps from the Chancery General List
Monday... 14	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Tuesday... 15	Apps from the Chancery General List
Wednesday 16	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Thursday... 17	Apps from the Chancery General List
Friday... 18	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Saturday... 19	Apps from the Chancery General List
Monday... 21	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Tuesday... 22	Apps from the Chancery General List
Wednesday 23	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Thursday... 24	Apps from the Chancery General List
Friday... 25	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Saturday... 26	Apps from the Chancery General List
Monday... 28	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Tuesday... 29	Apps from the Chancery General List
Wednesday 30	App motns ex pte—original motns—appeals from orders made on interlocutory motns (sep list) & apps from gen list if required
Thursday... 31	Apps from the Chancery General List

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

Chancery Court, I.

Mr. Justice KAY.

Tues., May 29... Motns, adj. sums, & gen pa

Wed., ... 30	General paper
Thursday... 31	Motns, adj. sums, & gen. pa
Friday, June 1	Pets., sht. caus., adj. sums, & gen. pa
Saturday... 2	Motns, adj. sums, & gen. pa
Monday... 4	General paper
Tues., ... 5	Motns, adj. sums, & gen. pa
Wednesday 6	General paper
Thursday... 7	Motns, adj. sums, & gen. pa
Friday... 8	Pets., sht. caus., adj. sums, & gen. pa
Saturday... 9	Motns, adj. sums, & gen. pa
Monday... 11	General paper
Tues., ... 12	Motns, adj. sums, & gen. pa
Wednesday 13	General paper
Thursday... 14	Motns, adj. sums, & gen. pa
Friday... 15	Motns, adj. sums, & gen. pa
Saturday... 16	Pets., sht. caus., adj. sums, & gen. pa
Monday... 18	General paper
Tues., ... 19	Motns, adj. sums, & gen. pa
Wednesday 20	General paper
Thursday... 21	Motns, adj. sums, & gen. pa
Friday... 22	Motns, adj. sums, & gen. pa
Saturday... 23	Pets., sht. caus., adj. sums, & gen. pa
Monday... 25	General paper
Tuesday... 26	Motns, adj. sums, & gen. pa
Wednesday 27	General paper
Thursday... 28	Motns, adj. sums, & gen. pa
Friday... 29	Motns, adj. sums, & gen. pa
Saturday... 30	Pets., sht. caus., adj. sums, & gen. pa
Monday, July 3	General paper
Tuesday... 4	Motns, adj. sums, & gen. pa
Wednesday 5	General paper
Thursday... 6	Motns, adj. sums, & gen. pa
Friday... 7	Pets., sht. caus., adj. sums, & gen. pa
Saturday... 8	Motns, adj. sums, & gen. pa
Monday... 10	General paper
Tuesday... 11	Motns, adj. sums, & gen. pa
Wednesday 12	General paper
Thursday... 13	Motns, adj. sums, & gen. pa
Friday... 14	Pets., sht. caus., adj. sums, & gen. pa
Saturday... 15	Motns, adj. sums, & gen. pa
Monday... 17	General paper
Tuesday... 18	Motns, adj. sums, & gen. pa
Wednesday 19	General paper
Thursday... 20	Motns, adj. sums, & gen. pa
Friday... 21	Pets., sht. caus., adj. sums, & gen. pa
Saturday... 22	Motns, adj. sums, & gen. pa
Monday... 24	General paper
Tuesday... 25	Motns, adj. sums, & gen. pa
Wednesday 26	General paper
Thursday... 27	Motns, adj. sums, & gen. pa
Friday... 28	Pets., sht. caus., adj. sums, & gen. pa
Saturday... 29	Motns, adj. sums, & gen. pa
Monday... 31	General paper
Tuesday... 1	Motns, adj. sums, & gen. pa
Wednesday 2	General paper
Thursday... 3	Motns, adj. sums, & gen. pa
Friday... 4	Remaining mts. remaining
Saturday... 5	Pets., sht. caus., adj. sums, & gen. pa
Monday... 7	General paper
Tuesday... 8	Motns, adj. sums, & gen. pa
Wednesday 9	General paper
Thursday... 10	Motns, adj. sums, & gen. pa
Friday... 11	Pets., sht. caus., adj. sums, & gen. pa
Saturday... 12	Motns, adj. sums, & gen. pa

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper.

Chancery Court, III.

Mr. Justice CHITTY.

Tues., May 29	Motns. & non wit list
Wednesday 30	Non wit list
Thursday... 31	Motns continued & non wit list
Friday, June 1	Pets, sht. caus., Procedure sums, opposed pets, & non wit list
Saturday... 2	Non wit list
Monday... 4	Fur cons and non wit list
Tuesday... 5	Non wit list
Wednesday 6	Non wit list
Thursday... 7	Motns and non wit list
Friday... 8	Pets, sht. caus., Procedure sums, opposed pets, & non wit list
Saturday... 9	Non wit list
Monday... 11	Fur cons and non wit list
Tuesday... 12	Non wit list
Wednesday 13	Non wit list
Thursday... 14	Motns and non wit list
Friday... 15	Pets, sht. caus., Procedure sums, opposed pets, & non wit list
Saturday... 16	Fur cons & non wit list
Monday... 18	Non wit list
Tuesday... 19	Fur cons & non wit list
Wednesday 20	Causes with wits
Thursday... 21	Motns. & non wit list
Friday... 22	Pets, sht. caus., Procedure sums, opposed pets, & non wit list
Saturday... 23	Fur cons & non wit list
Monday... 25	Fur cons & non wit list

Tuesday... 26
 Wednesday... 27 Causes with witnesses.
 Thursday... 28 Motions & non wit list
 Friday... 29 Pts, sht. causes, procedure sums, opposed pts, & non wit list
 Saturday... 30 Pts, sht. causes, procedure sums, opposed pts, & non wit list
 Monday, July 2 Fur cons & non wit list
 Tuesday... 3 Causes with wits
 Wednesday... 4 Causes with wits
 Thursday... 5 Causes with wits
 Friday... 6 Motions and non wit list
 Saturday... 7 Pts, sht. causes, procedure sums, & non wit list
 Monday... 9 Fur cons and non wit list
 Tuesday... 10 Causes with wits
 Wednesday... 11 Causes with wits
 Thursday... 12 Causes with wits
 Friday... 13 Mts. & non wit list
 Saturday... 14 Pts, sht. causes, procedure sums, & general paper
 Monday... 16 Fur cons & non wit list
 Tuesday... 17 Non wit list
 Wednesday... 18 Non wit list
 Thursday... 19 Non wit list
 Friday... 20 Motions and non wits list
 Saturday... 21 Pts, sht. causes, procedure sums, opposed pts, and non wit list
 Monday... 23 Further considerations and non wit list
 Tuesday... 24 Non wit list
 Wednesday... 25 Non wit list
 Thursday... 26 Non wit list
 Friday... 27 Motions and non wit list
 Saturday... 28 Pts, sht. causes, procedure sums, and non wit list
 Monday... 30
 Tuesday... 31
 Wednesday... 1
 Thursday... 2
 Friday... 3
 Saturday... 4
 Monday... 5
 Tuesday... 6
 Wednesday... 7
 Thursday... 8
 Friday... 9
 Saturday... 10
 Sunday... 11

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's clerk the day before the cause is to be put into the paper.

Chancery Court, II. Mr. Justice NORTH.

Tues., May 29
 Wed., 30 Adj. sums.
 Thursday... 31
 Friday, June 1 Motns. & adj. sums
 Saturday... 2 Sht. caus. pts., adj. sums
 Monday... 4
 Tuesday... 5 General paper
 Wednesday... 6
 Thursday... 7
 Friday... 8 Motns. & adj. sums
 Saturday... 9 Sht. caus. pts., adj. sums
 Monday... 11
 Tuesday... 12 General paper
 Wednesday... 13
 Thursday... 14
 Friday... 15 Mts. and adj. sums
 Saturday... 16 Sht. caus. pts., adj. sums
 Monday... 18
 Tuesday... 19 General paper
 Wednesday... 20
 Thursday... 21
 Friday... 22 Mts. & adj. sums
 Saturday... 23 Sht. caus. pts., adj. sums
 Monday... 25
 Tuesday... 26 General paper
 Wednesday... 27
 Thursday... 28
 Friday... 29 Motns. & adj. sums
 Saturday... 30 Sht. caus. pts., & adj. sums
 Monday, July 2
 Tuesday... 3
 Wednesday... 4 General paper
 Thursday... 5
 Friday... 6 Motions & adj. sums
 Saturday... 7 Sht. caus. pts., & adj. sums
 Monday... 9
 Tuesday... 10 General paper
 Wednesday... 11
 Thursday... 12
 Friday... 13 Mts. and adj. sums
 Saturday... 14 Sht. caus. pts., & adj. sums
 Monday... 16
 Tuesday... 17 General paper
 Wednesday... 18
 Thursday... 19
 Friday... 20 Mts. and adj. sums
 Saturday... 21 Sht. caus. pts., adj. sums
 Monday... 23
 Tuesday... 24 General paper
 Wednesday... 25
 Thursday... 26
 Friday... 27 Mts. and adj. sums
 Saturday... 28 Sht. caus. pts., & adj. sums
 Monday... 30
 Tuesday... 31
 Wednesday... 1 General paper
 Thursday... 2

Friday... 3 Mts. and adj. sums
 Saturday... 4 Pts. & adj. sums
 Monday... 6 Sht. caus. remaining mts., pts., & adj. sums
 Tuesday... 7 Motions
 Wednesday... 8
 Thursday... 9
 Friday... 10 Remaining mts. & gen. pa.
 Saturday... 11

Any cause intended to be heard as a short cause must be so marked in the cause-book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's clerk the day before the cause is to be put in the paper.

Lord Chancellor's Court.

Mr. Justice STIRLING.

Tues., May 29 Motns. fur cons. & gen. pa.
 Wednesday... 30 Fur cons & gen. pa.
 Thursday... 31 Fur cons. & gen. pa.
 Friday, June 1 Sht. caus. pts., fur cons. & gen. pa.
 Saturday... 2 & gen. pa.
 Monday... 4 Sitting in chambers
 Tuesday... 5
 Wednesday... 6 General paper.
 Thursday... 7
 Friday... 8 Mts. adj. sums & gen. pa.
 Saturday... 9 Sht. caus. pts., adj. sums, & gen. pa.
 Monday... 11 Sitting in chambers
 Tuesday... 12
 Wednesday... 13 General paper
 Thursday... 14
 Friday... 15 Mts. adj. sums & gen. pa.
 Saturday... 16 Sht. caus. pts., adj. sums, & gen. pa.
 Monday... 18 Sitting in chambers
 Tuesday... 19
 Wednesday... 20 General paper
 Thursday... 21
 Friday... 22 Mts. adj. sums & gen. pa.
 Saturday... 23 Sht. caus. pts., adj. sums, & gen. pa.
 Monday... 25 Sitting in chambers
 Tuesday... 26
 Wednesday... 27 General paper.
 Thursday... 28
 Friday... 29 Mts. adj. sums & gen. pa.
 Saturday... 30 Sht. caus. pts., adj. sums, & gen. pa.
 Monday, July 2 Sitting in chambers
 Tuesday... 3
 Wednesday... 4 General paper
 Thursday... 5
 Friday... 6 Mts. adj. sums, and gen. pa.
 Saturday... 7 Sht. caus. pts., adj. sums, & gen. pa.
 Monday... 9 Sitting in chambers
 Tuesday... 10
 Wednesday... 11 General paper
 Thursday... 12
 Friday... 13 Mts. adj. sums & gen. pa.
 Saturday... 14 Sht. caus. pts., adj. sums, & gen. pa.
 Monday... 16 Sitting in chambers
 Tuesday... 17
 Wednesday... 18 General paper.
 Thursday... 19
 Friday... 20 Mts. adj. sums & gen. pa.
 Saturday... 21 Sht. caus. pts., adj. sums, & gen. pa.
 Monday... 23 Sitting in chambers
 Tuesday... 24
 Wednesday... 25 General paper.
 Thursday... 26
 Friday... 27 Mts. adj. sums & gen. pa.
 Saturday... 28 Sht. caus. pts., adj. sums, & gen. pa.
 Monday... 30 Sitting in chambers
 Tuesday... 31
 Wednesday... 1 General paper
 Thursday... 2
 Friday... 3 Motions
 Saturday... 4 Sht. caus. remaining pts., adj. sums, and gen. pa.
 Monday... 6 Sitting in chambers
 Tuesday... 7 Mts. remaining pts., adj. sums, and gen. pa.
 Wednesday... 8 Motions
 Thursday... 9 Remaining mts., adj. sums
 Friday... 10 & gen. pa.
 N.B.—Witnesses cases will be commenced on Tuesday, June 5.

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers, including minutes of the proposed judgment or order, must be left with the judge's clerk one clear day before the cause is to be put into the paper.

Chancery Court, IV.

Mr. Justice KEENEWICH.

Subject to arrangements for Interlocutory Business Actions for Trial will be taken on every day of the Sittings, from 29th May to 11th August, both inclusive. Motions in Liverpool and Manchester Business will be heard on Friday, June 1st, and in every subsequent week on

Saturdays. Other Interlocutory Business from the Liverpool District Registry will be taken on Friday, June 1st, and the like Business from the two District Registries will be taken in subsequent weeks on alternate Saturdays commencing with Manchester Business on Saturday, June 9th. Summonses in Chambers issued in the

same Registries will be heard on Friday afternoons, Liverpool and Manchester Summonses being taken on alternate Fridays, commencing with Liverpool Summonses on Friday, June 1st. On other days Actions transferred for Trial only will be taken in the order in the Cause List.

WINDING UP NOTICES.

London Gazette.—FRIDAY, May 18.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALMADA AND TRITO Co., LIMITED.—Ptn for winding up, presented May 18, directed to be heard before Chitty, J., on June 2. Wilkins & Co, Gresham House, solors for company.

BAVARIAN BREWERY Co., LIMITED.—Ptn for winding up, presented May 17, directed to be heard before North, J., on Saturday, June 2. Foster, Queen st pl, solor for ptner.

BAVARIAN BREWERY Co., LIMITED.—Ptn for winding up, presented May 17, directed to be heard before North, J., on Saturday, June 2. Plunkett & Leader, St Paul's churchyard, solors for ptner.

GREAT NORTHERN ICE Co., LIMITED.—Ptn for winding up, presented May 14, directed to be heard before Kay, J., on June 2. Clarkson & Co, Carter lane, Doctors' commons, agents for Grange & Winttingham, Great Grimsby, solors for ptners.

INTERNATIONAL INVESTMENT AND GENERAL AGENCY, LIMITED.—Ptn for winding up, presented May 17, directed to be heard before North, J., on June 2. Ashton, Saville st, Piccadilly, solor for ptner.

WILLOWS STEEL Co., LIMITED.—Ptn for winding up, presented May 9, directed to be heard before Stirling, J., on June 2. Tamplin & Co, Fenchurch st, solors for ptner.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

BIRDALE VICTORIA BREWERY Co., LIMITED.—Vice-Chancellor has fixed Thursday, May 31, at 2, at 9, Cook st, Liverpool, for the appointment of an official liquidator.

FRIENDLY SOCIETIES DISSOLVED.

UNITED BROTHERS SOCIETY, Mansel's Arms, Llanelly, Carmarthen. May 12

SUSPENDED FOR THREE MONTHS.

COURT LILY OF THE VALLEY, Ancient Order of Foresters' Friendly Society, Joiners' Arms Inn, Glen Neath, Neath, Glamorgan. May 16

HAND OF FRIENDSHIP FRIENDLY SOCIETY, Co-operative Rooms, Earls Barton, Northampton. May 16

TRADESMAN'S FRIENDLY SOCIETY, Bell Inn, Market Harborough, Leicestershire. May 16

London Gazette.—TUESDAY, May 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GENERAL HOUSEHOLD STORES Co., LIMITED.—Ptn for winding up, presented May 17, directed to be heard before Stirling, J., on June 2. Smith & Co, Bread st, agents for Wright & Co, Leicester, solors for ptner.

HARBINGER (SWANSEA) STEAM SHIP Co., LIMITED.—Chitty, J., has, by an order dated May 1, appointed Oscar Berry, 6, Arthur st East, London Bridge, to be official liquidator.

JOSEPH RICHARDSON & Co., LIMITED.—Chitty, J., has fixed June 1, at 12, at his chambers, for the appointment of an official liquidator.

WILKES METALLIC FLOORING AND EUREKA CONCRETE Co., LIMITED.—By an order made by Stirling, J., dated May 12, it was ordered that the company be wound up. Nicholson, Ely pl, Holborn, solor for ptners.

WITWATERLAND GOLD FIELDS SYNDICATE, LIMITED.—Ptn for winding up, presented May 16, directed to be heard before Kay, J., on Saturday, June 2. Myers, South sq, Gray's inn, solor for the ptners.

UNLIMITED IN CHANCERY.

YORK BUILDINGS WATERWORKS.—By an order made by Chitty, J., dated May 12, it was ordered that the company be wound up. Freshfields & Williams, Bank bldgs, solors for ptners.

FRIENDLY SOCIETIES DISSOLVED.

ALBION FRIENDLY SOCIETY, 8, Clarence grove, 150, Heyworth st, Everton, Liverpool. May 17

DITTISHAM WOMEN'S CLUB, Schoolroom, Dittisham, Devon. May 16

KINGSLAND FRIENDLY SOCIETY, Red Lion Inn, Kingsland, Hereford. May 15

STAR OF HOPE LODGE, London and North-Western Railway Hotel, Blackburn, Lancaster. May 16

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 8.

ALLEN, GEORGE, Field, Stafford, Farmer. June 11. Shaw v Beardmore, Stirling, J. Flint & Flint, Uttoxeter.

BLACKMAN, EDITH ALMA, Holland rd, Kensington. June 5. Hart v Blackman, North, J. Bilton, Essex st, Strand.

BRAY, HENRY, Nottingham, Decorator. June 4. Nottingham Joint Stock Bank v Bray, Kay, J. Hind, Nottingham.

EDWARDS, JOHN SCARE, Honor Oak, Kent, Printing, Inn Manufacturer. June 7. Pritchard v Edwards, Stirling, J. Andrews, Essex st, Strand.

FARROW, JOSEPH, Quadsing, Lincoln, Farmer. May 25. Hopkins v Farrow, Kay, J. Norleidge, Newark.

GAY, HENRY VENNER, Box Hill, Dorking, Gent. May 21. Lancaster v Gay, Chitty, J. Marsden & Son, Queen st, Cheapside.

LOTT, LUCY ELIZABETH, Liverpool. May 28. Lott v Townsend, Chitty, J. Gilks, Lincoln's inn fields.

WARD, HENRY WILLIAM, Eldon pk, South Norwood, Gent. June 12. Wilson v Wilson, Chitty, J. Barraud, Cannon st.

London Gazette.—FRIDAY, May 11.

CARLTON, CARLTON WATSON, Chalfont St. Peter's, Bucks, Gent. June 9. Carlton v Hartow, Kay, J. Taylor, Moorgate st.

WHITE, FRANK PROFFIT, Little Bourton, Oxford, Farmer. June 5. Brown v White, Kay, J. Munton & Co, Banbury.

London Gazette.—TUESDAY, May 15.

BAXTER, SAMUEL, Homestead, Hornsey lane. June 1. Obicini v Baxter, Kay, J. Pym, Old Jewry.

HARRISON, ELIZABETH MARY, Teddington. June 9. Harrison v Devereux, North, J. Rivington, Fenchurch bldgs.

YATES, SYDNEY ROBERT, Blackburn, Engineer. June 1. Dickinson v Yates.
Registrar, Preston. Wilkinson, Blackburn

London Gazette.—FRIDAY, May 18.

CHAPPLE JOHN, Carter lane, Solicitor. June 13. Stone v Chapple, North, J.
Willcocke, Gt George st, Westminster
GROUT, JOHN, Woodbridge, Suffolk, Hotel Keeper. June 15. Gayford v GROUT,
Kay, J. Brooke, Woodbridge
MORTIMER, HENRY THOMAS, Leicester, Builder. June 19. Pochin v Mortimer,
North, J. Harris, Friar lane, Leicester

London Gazette.—TUESDAY, May 22.

WOOLL, JOHN, Upwell, Cambridge, Farmer. June 23. Dawbarn v Dearlove,
Chitty, J. Webber, Upwell

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 15.

ATLARD, JOHN MATTHEW HASWELL, River st, Pentonville, Type Founder. June
14. Routh & Co., Southampton st.
BACHE, WALTER Eastbourne terr, Hyde Park, Professor of Music. June 11.
Saxton & Morgan, Somerset st. W.
BEASLEY, FREDERICK, Upper Hamilton terr, St. John's Wood, Esq. June 10.
Nash & Co, Queen st.
BECKETT, MARGARET, Johnstone st, Blackburn. June 9. Malam Bros, Blackburn
BEDDARD, EMMA, Birchfield rd, Aston Manor juxta Birmingham. June 10.
Gateley, Birmingham
BLAKE, JOHN ALOYSIUS, Westland row, Dublin, Esq. June 25. Ward & Co.
Grey's inn square
BORE, WILLIAM, Ryde, Isle of Wight, a Commander in the Royal Navy (Revenue
Service). June 1. Vincent, Ryde
BOWDEN, EDWARD, Kilburn pk road, Paddington, Builder. June 16. Tilley,
High rd, N.W.
CARBUTT, ROBERT, Long Sutton, Lincoln, Builder. June 5. Mossop & Mossop,
Long Sutton
CORTLANDT, HENRY CHARLES VAN, Onslow crescent, South Kensington.
General and Companion of the Bath. July 31. Horsley, Guildhall cham-
bers
CRISP, ANNE, Lowestoft, Bookseller and Stationer. May 30. Nicholson,
Lowestoft
FOUNTAIN, JOHN, Kingston upon Hull, Gent. June 1. Holden & Co, Hull
FOX, LEONARD, late an inmate of the Greenwich Union Infirmary, Baker. June
8. Luckey, New Cross rd
GIBBINGS, THOMAS, Guilford st, Russell sq. July 5. Styan, Stone bldgs
GORTON, JAMES, Blackburn, Watchmaker. June 9. Malam Bros, Blackburn
GRANT, RICHARD, Eldon villa, Croydon, Fruit Broker. June 30. Drake & Co,
Rood lane
GREG, JAMES, Gt Portland st, Baker and Confectioner. June 14. Christmas,
Canon st
GULSTON, AUGUSTA CATHERINE, Derwydd, Llandilo, Carmarthen. June 10.
Trollope & Winckworth, Abingdon st
HALL, ZACCHARY, Wicksworth, Derby, Farmer. May 29. Stone, Wicksworth
HAMILTON, ROBERT WEEKS, Bristol, Window Blind Manufacturer. June 12.
Strickland & Roberts, Bristol
HAWKINS, PLUM, Cambridge, Retired Baker. June 12. Fosters & Lawrence,
Cambridge
HAYES, JOHN, Wavertree Vale, Wavertree, nr Liverpool, Rope Maker. June 20.
Payne & Frodsham, Liverpool
HILL, BENJAMIN, Cwmwr Clydach, Llangefelach, Glamorgan, Gent. June 12.
Jones, Swansea
JERRELL, ANN, Grange st, Hoxton. June 26. Kinsey & Co, Bloomsbury pl
JOHN, LEWIS, St David's cottages, Frog st, Tenby, Mason. June 2. Look,
Tenby
LLEWELLYN, WILLIAM, West Derby st, Liverpool. July 1. Eaton & Son, Liver-
pool
MILFORD, JOHN, Coover, Heavitree, Devon, Esq. June 30. Tozer & Co, Exeter
MORTIMOR, JAMES, Magdala rd, Upper Holloway, Grocer. July 1. Mayhew & Co,
Gt George st
PEDDIE, SARAH ANN, Pensonby pl, Westminster, Baker. June 30. Perrett, City
Bank bldgs
PINCHIN, JOHN, Forest lace, West Ham, Esq. June 14. Stones & Co, Finsbury
circus
POOLE, JOHN WILLIAM, Chesterfield st Toxteth pk, Liverpool, retired Major in
Her Majesty's Service. July 5. Styan, Stone bldgs
PYE, ANN, Parade ground, Hackney rd, Chester. June 26. Pye, Eversley pk,
Chester
RICHARDS, WILLIAM PHELPS, Albion Brewery, Shepherd's Bush, Brewer. June
10. Hargrove & Co, Victoria st
SANDERS, ROBERT, Trinity villa, Colchester, Gent. June 11. Pope & Co, Col-
chester
SIGGERS, MARTHA, Elliot Vale Cottage, Blackheath. July 1. Gasquet & Met-
calfe, Idol lane
SILVERTOP, HENRY CHARLES, Minster Acres, Northumberland, Esq. June 30.
Markby & Co, New sq
SIMS, FRANCES ANN, Avon grove, Westbury on Trym, Gloucester. June 30.
Turner & Chauter, Wotton under Edge
SMITH, ISAAC, Wern House Neath, Glamorgan, Gent. June 12. Tallies Davies,
Neath
STABES, JOSEPH, Winchester rd, Romsey, Blacksmith and Locksmith. June 9.
Tyle & Mortimer, Romsey
SLOCKS, BENJAMIN WILSON, Sheffield, Accountant, &c. June 30. Wilson, Shef-
field
TANNER, MARY, Exeter House, Winchester. June 20. Moodie & Mills, Basing-
hall st
TAPP, WILLIAM HEATHCOTE, Captain in H.M. Welsh Regiment. June 30.
Markby & Co, New sq
ULWELL, PHILIP, Loughborough pk, Brixton. June 30. Drake & Co, Rood
lane
WELLS, JOHN BARBER, Mount Sion, Tunbridge Wells, Grocer. July 4. Cripps
& Son, Tunbridge Wells
WHITE, CHARLES TURNER, Kew, Esq. June 30. Markby & Co, New sq

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 19.

RECEIVING ORDERS.

BECKETT, JOSEPH JAMES, East Greenwich, Barge Owner Greenwich Pet April
23 Ord May 11
BROOM, JAMES, Morthoe, Devon, Butcher Barnstaple Pet May 15 Ord May 15
BURGESS, JAMES, Trowbridge, Draper Bath Pet May 14 Ord May 14
COGAN, JOHN SLOCOMBE, Bicknoller, Somersetshire, Gent Taunton Pet May 14
Ord May 14
DANIELS, JOHN WILLIAM, Bournemouth, Cab Proprietor Poole Pet May 16
Ord May 16
DIXON, ROBERT, Newcastle on Tyne, Draper Newcastle on Tyne Pet May 16
Ord May 16
DREW, JAMES, Teignmouth, Innkeeper Exeter Pet May 14 Ord May 14
EARDLEY, CHARLES, Walsall, Grocer Walsall Pet May 14 Ord May 14
ELLIS, RICHARD, Aldershot, Butcher Guildford and Godalming Pet May 14
Ord May 14
EMBERT, CHARLES, Northwich, Butcher Nantwich and Crewe Pet May 16 Ord
May 16
EZRA, ALBERT, Dover, Lithographer Canterbury Pet May 14 Ord May 14
FAWKES, "AMUEL THOMAS, Pennicote ter, Bell rd, Hounslow, Furniture Dealer
Brentford Pet May 14 Ord May 14
FOWLE, GEORGE WILLIAM PERRY, Westerham, Kent, Saddler Tunbridge Wells
Pet May 14 Ord May 14
FRASER, JAMES PIMM, and JOHN CORY, Mincing lane, Brokers High Court
Pet April 18 Ord May 16
GILES, HARRY FRANCIS, Oak hill rd, Surbiton, Director of Public Companies
Kingston, Surrey Pet May 16 Ord May 16
GILCHRIST, WILLIAM JUD, Newcastle on Tyne, Licensed Victualler Newcastle
on Tyne Pet May 16 Ord May 16
GOODEY, JAMES RENEL, Church rd, Barking, Builder High Court Pet May 16
Ord May 16
GREEN, FREDERICK CHARLES, Northampton, Carrier Northampton Pet May 15
Ord May 15
GREENWOOD, JOHN, Derby, Turner Derby Pet May 1 Ord May 15
HARDING, ROBERT, Chesham, Bucks, Farmer Aylesbury Pet May 16 Ord
May 16
HARRIS, B W, Seaton st, Hampstead rd, Greengrocer High Court Pet May 3
Ord May 16
HIGGINS, JOHN, Pewsey, Wilts, Chemist Swindon Pet May 14 Ord May 14
HOPE, WILLIAM HENRY, Stockton on Tees, Joiner Stockton on Tees and Mid-
dleborough Pet May 12 Ord May 12
KEEP, HANNAH ELIZABETH, Walsall, Clothier Walsall Pet May 1 Ord
May 14
JONES, HOWELL, Dowlis, Butcher Merthyr Tydfil Pet April 23 Ord May 14
JONES, WILLIAM CLAYTON, and ROBERT WILLIAM BYRNES, Liverpool, General
Merchants Liverpool Pet April 27 Ord May 14
KEATE, THOMAS BROOKE, Heavitree, Devon, Lodging House Keeper Exeter
Pet May 15 Ord May 15
KEMP, SAMUEL EDWARD, Leicester, Joiner Leicester Pet May 15 Ord May 15
LAWRENCE, EDWIS ALFRED, Whitstable on Sea, School Proprietor Canterbury
Pet May 15 Ord May 15
MANFIELD, JAMES REUBEN, Stony Stratford, Bucks, Stonemason Northampton
Pet May 2 Ord May 15
MARTIN, ERNEST GEORGE, Farningham, Kent, Hotel Keeper Rochester Pet
May 16 Ord May 16
MARTIN, JAMES CORPES, Darlington, Joiner Stockton on Tees and Middles-
borough Pet May 15 Ord May 15
MORRIS, SIMON, Birmingham, Tailor Birmingham Pet May 16 Ord May 16
MOULD, AMOS, and JOHN BRYAN MOULD, Long Eaton, Derby, Lace Manu-
facturers Derby Pet May 12 Ord May 14
NORTH, JOHN JOSEPH, Luton, Egg Merchant Luton Pet May 15 Ord May 15
OLDHAM, SAMUEL, Manchester, Provision Dealer Manchester Pet May 15
Ord May 15
POTTS, GEORGE, Boscombe, Hampshire, Builder Poole Pet May 15 Ord
May 15
RAMSLL, LUKE, Mola, Leicestershire, Collier Burton on Trent Pet May 14 Ord
May 14
RENSHAW, THOMAS, Bagilt, Flint, General Dealer Chester Pet May 15 Ord
May 15
RINDER, JOSEPH FREDERICK, Leeds, Boot Manufacturer Leeds Pet May 15
Ord May 15
RIX, RICHARD, Grant rd, Croydon, Seedsman Croydon Pet May 12 Ord
May 15
ROBINSON, WILLIAM, Kendal, Cabinet Maker Kendal Pet May 15 Ord
May 15
SEMPLE, GEORGE EDWIN, Norfolk terr, Bayswater, Butcher High Court Pet
April 24 Ord May 14
SHELLARD, NATHAN JOHN, Monmouth, Paint Manufacturer Newport, Mon Pet
May 14 Ord May 14
SHERBORN, FRANCIS, Bedford, Farmer Kingston, Surrey Pet May 16 Ord
May 16
SIBTHORPE, HENRY PINCHARD, Hove, School Proprietor Brighton Ord March 22
SIMMONDS, JOHN WHITMORE, Birmingham, Tobaccoist Birmingham Pet May
16 Ord May 16
SIMPSON, HENRY, Kingston upon Hull, Fat Refiner Kingston upon Hull Pet
March 29 Ord May 14
SKELTON, THOMAS, Jartow, Durham, Hatter Newcastle upon Tyne Pet May 16
Ord May 16
SMITH, GEORGE, Shavington cum Gresty, Cheshire, Grocer Nantwich and
Crewe Pet May 16 Ord May 16
SMITH, WILLIAM, Stroud, Fishmonger Gloucester Pet May 15 Ord May 15
SUTTON, JOHN, Coventry, Grocer Coventry Pet May 14 Ord May 14
TWIZELL, ROBERT JOSEPH, South Benwell, Northumberland, Builder Newcastle
upon Tyne Pet May 5 Ord May 16
UNDERWOOD, WALTER GEORGE, York, Confectioner York Pet May 16 Ord
May 16
WALLACE, WILLIAM, and JOHN WALLACE, Brewery rd, Caledonian rd, Builders
High Court Pet May 16 Ord May 16
WESTLAKE, ROBERT WILLIAM, Cardiff, Grocer Cardiff Pet May 14 Ord May 14
WINN, ANTHONY HIGGINS, Leeds, Grocer Leeds Pet May 16 Ord May 16
WOOD, JAMES WILLIAM, Brighton, out of business Brighton Pet May 15 Ord
May 15
WOOD, SAMUEL, and HENRY PEACEY, Aldersgate st, Artificial Flower Manu-
facturers High Court Pet April 30 Ord May 14
WOODROFFE, JOHN ARTHUR, Derby, Silk Throwster Derby Pet May 12 Ord
May 14
WOOLLEY, GEORGE, Brighton, China Dealer Brighton Pet May 14 Ord May 14

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS AND STUTTERERS should read a little book by Mr. B. BEASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years cured himself by a method entirely his own.—[ADVT.]

WRIGHT, JOHN, Watford, Coachman St Albans Pet May 15 Ord May 15
 WYLLIE, FREDERICK WILLIAM, Torquay, Confectioner Exeter Pet May 14 Ord May 14
 YOUNG, WILLIAM HENRY, H M Prison, Holloway, Butcher High Court Pet May 16 Ord May 16

FIRST MEETINGS.

AUSTIN, CHRISTOPHER, address unknown, Mantle Manufacturer May 29 at 2.30 33, Carey st Lincoln's inn
 BAKER, FRANCIS ROBERT, Birmingham, Inventor June 5 at 11 25, Colmore row, Birmingham
 BONE, FREDERIC RICHARD, Poughill, Cornwall, Gent May 25 at 11 Stanhope Hotel, Holsworthy
 BRIER, LEONARD MORSE, London Bridge, Hotel Keeper May 25 at 12 33, Carey st, Lincoln's inn
 BROWNE, FRANK COMYN DENIS, Littlehampton, Sussex, Gent May 25 at 12 Off Rec, 4, Pavilion bds, Brighton
 BROWN, JAMES, Morthoe, Devon, Butcher May 28 at 11 Sanders & Son, High st, Batsdale
 BROWN, WILLIAM HENRY and GEORGE JONES, Bartholomew close, Hat Warehouseman May 25 at 11 33, Carey st, Lincoln's inn
 BURGESS JAMES, Trowbridge, Draper June 1 at 8.30 Off Rec, Bank chmbrs, Bristol
 CARE, GRICE ETHELL, Wakefield, Grocer May 25 at 11 Off Rec, Bond ter, Wakefield
 CHURCHWARD, JOHN COWEN, Landrake, Cornwall, Builder May 29 at 11 10, Atheneum ter, Plymouth
 CLOW, JOHN, Tisbury Wells, Draper May 25 at 1 Bankruptcy bds, Portugal st, Lincoln's inn
 COLE, HERBERT, Sewdley st, Clapton May 25 at 2.30 33, Carey st, Lincoln's inn
 COOPER, EDWARD ARTHUR, Chichester, Grocer May 25 at 12 Bankruptcy bds, Portugal st, Lincoln's inn
 CORNWELL, THOMAS JOHN, High st, Epping, Baker May 28 at 11 16 Room, 30 and 31, St Swithin's lane
 DAVIES, BENJAMIN, Pentre, Glamorganshire, Draper May 31 at 11 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 DAVIES, JOHN, Glywddelwen, Merionethshire, Farmer May 25 at 2.30 Owen, Glyndwr Hotel, Corwen
 DELPECH, GEORGE MARTIN, Mincing lane, Colonial Merchant May 29 at 12 Bankruptcy bds, Portugal st, Lincoln's inn
 DIXON, ROBERT, Newcastle on Tyne, Draper May 30 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
 DREW, JAMES, Teignmouth, Innkeeper May 28 at 11 The Castle, Exeter
 EARDLEY, CHARLES, Walsall, Grocer May 31 at 10.40 Off Rec, Walsall
 EDWARDS, JOHN, Brighton, China Dealer May 25 at 12.50 Bankruptcy bds, Portugal st, Lincoln's inn
 EZRA, ALBERT DOWER, Lithographer May 28 at 12 Bankruptcy bds, Portugal st, Lincoln's inn
 FROST, THOMAS, Nottingham, Lace Draughtsman May 25 at 11 Off Rec, 1, High pavement, Nottingham
 FULLER, SAMUEL HENRY, Winsford, Cheshire, Grocer June 6 at 10.15 162, Hospital st, Nantwich
 GILCHRIST, WILLIAM, jun, Newcastle on Tyne, Licensed Victualler May 30 at 12 Off Rec, Pink lane, Newcastle on Tyne
 GREENWOOD, JOHN, Derby, Turner May 25 at 12 Off Rec, St James's chmbrs, Derby
 GUPPY, ROBERT, Cheltenham, Picture Frame Maker May 26 at 4.15 County Court, Cheltenham
 JONES, EVAN, Aberdare, Grocer May 25 at 3 Off Rec, Merthyr Tydfil
 JONES, MARY, Talsarnau, Merionethshire, Innkeeper May 31 at 2.15 Police Station, Portmadoc
 KEATE, THOMAS BROOKE, Heavitree, Devon, Lodging House Keeper May 29 at 11 The Castle, Exeter
 LUNN, WILLIAM, Grantham, Lincolnshire, Tobacconist May 26 at 11 Off Rec, 1, High pavement, Nottingham
 MARTIN, ERNEST GEORGE, Farningham, Kent, Hotel Keeper June 6 at 11.30 Off Rec, High st, Rochester
 MARTIN, JOHN, Plymouth, Builder May 29 at 12 10, Atheneum ter, Plymouth
 MOSES, PORTAS, Bradford, Grocer May 28 at 12 Off Rec, 31, Manor row, Bradford
 MOULD, AMOS, and JOHN BRYAN MOULD, Long Eaton, Derbyshire, Lace Makers May 28 at 3.30 Flying Horse Hotel, Nottingham
 NEWBOULD, FREDERICK, Sheffield, Fishmonger May 29 at 11 Off Rec, Figtree lane, Sheffield
 NICHOLAS, CHARLES EDWARD, Ferndale, Glam, Grocer May 28 at 3 Off Rec, Merthyr Tydfil
 NORTH, JOHN JOSEPH, Luton, Egg Merchant May 25 at 11.30 Ewen & Roberts, Solicitors, the Outer Temple, Strand
 PRESTON, HENRY HOBURRY, Salford, Lancs, Surgeon May 31 at 11 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 PYCOCK, ROBERT WILLIAM, Leeds, Blue Slater May 30 at 11 Off Rec, 22, Park row, Leeds
 RAMSELL, LUKE, Moira, Leicestershire, Collier May 26 at 3.15 Royal Hotel, Ashby de la Zouch
 RIDGE, JOHN, Cheshire, Staffs, Grocer May 25 at 10.30 Off Rec, Newcastle under Lyme
 SKELTON, THOMAS, Jarrow on Tyne, Hatter May 30 at 11 Off Rec, Pink lane, Newcastle on Tyne
 SUTTON, JOHN, Coventry, Grocer May 28 at 12 Edward Thomas Pelson, Off Rec, 17, Hertford st, Coventry
 TOUTSON, HENRY, Bradford, Yorks, Tin Plate Worker May 28 at 11 Off Rec, 31, Manor row, Bradford
 UNDERWOOD, WALTER GEORGE, York, Confectioner May 30 at 12 Off Rec, York
 VALL, GEORGE, Essex rd, Islington, Wine Merchant May 29 at 12 33, Carey st, Lincoln's inn
 WARE, DAVID, Rhonda, Glamorganshire, Boot Dealer May 29 at 12 Off Rec, Merthyr Tydfil
 WEDGEERBOW, THOMAS COTTRELL, Dudley, Worcestershire, Police Constable June 5 at 10 Off Rec, Dudley
 WOODROFFE, JOHN ARTHUR, Derby, Silk Throwster May 28 at 2.30 Off Rec, St James's chmbrs, Derby

ADJUDICATIONS.

BROWN, GEORGE, Dudley, Worcester, General Dealer Dudley Pet April 25 Ord May 15
 BROWN, FRANK COMYN DENIS, Littlehampton, Gent Brighton Pet April 30 Ord May 16
 BURGESS, JAMES, Trowbridge, Draper Bath Pet May 14 Ord May 14
 COOPER, GEORGE, Hammersmith rd, Poulterer High Court Pet May 1 Ord May 14
 DANIEL, JOHN WILLIAM, Bournemouth, Cab Proprietor Poole Pet May 16 Ord May 16
 DIXON, ROBERT, Newcastle on Tyne, Draper Newcastle on Tyne Pet May 16 Ord May 16
 DRAKE, JOSEPH, Bradford, Provision Merchant Bradford Pet May 12 Ord May 14
 DREW, JAMES, Teignmouth, Innkeeper Exeter Pet May 14 Ord May 15

EDENSOR, WILLIAM, Leicester, Bootmaker Leicester Pet April 23 Ord May 14
 EZRA, ALBERT, Dover, Lithographer Canterbury Pet May 14 Ord May 14
 FAWKES, SAMUEL THOMAS, Pennicote ter, Bell rd, Hounslow, Furniture Dealer Brentford Pet May 14 Ord May 15
 GILCHRIST, WILLIAM, jun, Newcastle on Tyne, Licensed Victualler Newcastle on Tyne Pet May 16 Ord May 16
 GREEN, FREDERICK CHARLES, Northampton, Currier Northampton Pet May 14 Ord May 16
 GREEN, JOHN, Birmingham, out of business Oldbury Pet April 26 Ord May 16
 HAMMOND, BENJAMIN, St Leonard's on Sea, Dental Surgeon Hastings Pet May 7 Ord May 16
 HIGGINS, JOHN, Pewsey, Wilts, Chemist Swindon Pet May 12 Ord May 14
 HILDER, GORHAM, Gravesend, Corn Merchant Rochester Pet April 5 Ord May 12
 HOPKINS, JOHN, Neath, Saddler Neath Pet May 7 Ord May 14
 JONES, HOWELL, Caeharris, Dowlais, Glamorganshire, Butcher Merthyr Tydfil Pet April 23 Ord May 14
 KEATE, THOMAS BROOKE, Heavitree, Devonshire, Lodging house keeper Exeter Pet May 15 Ord May 15
 KEMP, SAMUEL EDWARD, Leicester, Joiner Leicester Pet May 15 Ord May 15
 KROLL, LUDWIG, Blundell st, Caledonian rd, Chemical Manufacturer High Court Pet April 26 Ord May 16
 LUBLIN, E, Leadenhall st High Court Pet April 20 Ord May 16
 LUNN, WILLIAM, Grantham, Lincs, Tobacconist Nottingham Pet May 11 Ord May 15
 MARQUART, CHARLES, Billiter sq, Merchant High Court Pet May 11 Ord May 15
 MARTIN, JAMES CORPES, Darlington, Joiner Stockton on Tees and Middlesborough Pet May 15 Ord May 15
 MCKINNELLY, WILLIAM, Leicester, Tailor Leicester Pet April 21 Ord May 14
 MRAKIN, RICHARD, Newton Burgoland, Leicestershire, Brick Manufacturer Leicester Pet April 27 Ord May 14
 MOULD, AMOS, and JOHN BRYAN MOULD, Long Eaton, Derbyshire, Lace Manufacturers Derby Pet May 12 Ord May 14
 NEWBOULD, FREDERICK, Sheffield, Fishmonger Sheffield Pet April 16 Ord May 14
 NORTH, JOHN JOSEPH, Luton, Egg Merchant Luton Pet May 15 Ord May 15
 OLDHAM, SAMUEL, Manchester, Provision Dealer Manchester Pet May 15 Ord May 15
 RAMSELL, LUKE, Moira, Leicestershire, Collier Burton on Trent Pet May 14 Ord May 15
 RENSHAW, THOMAS, Bagillt, Flintshire, General Dealer Chester Pet May 12 Ord May 15
 ROBERTS, EDWARD, Bowes Park, Wood Green, Potato Salesman High Court Pet May 3 Ord May 15
 SEAGER, CEPHAS, Stockbury, Kent, Grocer Rochester Pet May 3 Ord May 14
 SHELLARD, NATHAN JOHN, Monmouth, Paint Manufacturer Newport, Mon Pet May 12 Ord May 16
 SKELTON, THOMAS, Jarrow, Hatter Newcastle on Tyne Pet May 16 Ord May 16
 SMITH, GEORGE, Shavington cum Gresty, Cheshire, Grocer Nantwich and Crewe Pet May 16 Ord May 16
 STANLAKE, ROBERT, Plymouth, Builder East Stonehouse Pet April 18 Ord May 14
 TAYLOR, EDWARD, Birmingham, Grocer Birmingham Pet Mar 30 Ord May 16
 TOWERS, ARTHUR WILSON, Nottingham, Publican Nottingham Pet April 17 Ord May 16
 UNDERWOOD, WALTER GEORGE, York, Confectioner York Pet May 16 Ord May 16
 WATSON, WALTER, WILLIAM LIDGLEY, and FREDERICK WATSON, Devonshire and Birmingham, Fancy Dealers Birmingham Pet April 17 Ord May 16
 WEDGEERBOW, THOMAS COTTRELL, Dudley, Police Constable Dudley Pet May 8 Ord May 12
 WINN, ANTHONY HIGGINS, Leeds, Grocer Leeds Pet May 16 Ord May 16
 WOOD, JAMES WILLIAM, Brighton, out of business Brighton Pet May 15 Ord May 15
 WORSLEY, GEORGE, Brighton, China Dealer Brighton Pet May 12 Ord May 14

ADJUDICATION ANNULLED.

CAMPBELL, LEWIS ALEXANDER, Manchester Manchester Adjud April 6 Annul April 21

London Gazette.—TUESDAY, May 22.

RECEIVING ORDERS.

BARBER, MARY, and JAMES AUGUSTUS ADDERLEY BARBER, Sawbridgeworth, Herts, Coal Merchants Hertford Pet May 16 Ord May 16
 BRAY, ALLEN, Leicester, Milk Dealer Leicester Pet May 17 Ord May 17
 BROWNING, JOHN, Stroud, Plumber Gloucester Pet May 19 Ord May 19
 CARROL, ROBERT, Cardiff, Draper Cardiff Pet April 14 Ord May 16
 CARRUTHERS, ROBERT, Liverpool, Milk Dealer Liverpool Pet May 17 Ord May 17
 FRANCIS, ARTHUR, Bernard st, Russell sq, Clerk High Court Pet May 17 Ord May 18
 FRYER, FREDERICK THOMAS, Hardwicke, Glos, Farmer Gloucester Pet May 18 Ord May 18
 GAENE, THOMAS, Maugesbury, Glos, Auctioneer Cheltenham Pet May 17 Ord May 17
 HAYWARD, SAMUEL, Charlton, Kent, Merchant Greenwich Pet March 26 Ord May 18
 HEATH, JOHN, Nottingham, Boot Dealer Nottingham Pet May 12 Ord May 16
 HILL, JAMES HENRY, Ash terr, Cricklewood, Plumber Barnet Pet May 16 Ord May 16
 HOULDSING, HORACE WILLIAM, Colchester, Hairdresser Colchester Pet May 18 Ord May 18
 HOWELLS, MORGAN, Maesteg, Glamorganshire, Grocer Cardiff Pet May 16 Ord May 16
 HUGHES, JOHN DAVIS, Cradley, Hereford, Grocer Worcester Pet May 17 Ord May 17
 ICEE, WILLIAM HENRY, Chester, Dealer in Works of Art Chester Pet May 17 Ord May 17
 JACKSON, CHARLES, York, Confectionery House Proprietor York Pet May 19 Ord May 19
 KEMPSON, HENRY, Oxford, General Dealer Oxford Pet May 18 Ord May 18
 LANG, THOMAS, and JOSEPH LANG, Burnley, Lancs, Plumbers Burnley Pet May 17 Ord May 17
 LATCH, THOMAS, Newport, Mon, Colliery Proprietor Newport, Mon Pet May 19 Ord May 19
 MASTERS, GEORGE, Anerley, Builder Croydon Pet May 18 Ord May 18
 MELLON, HENRY, Saddleworth, Yorks, Innkeeper Oldham Pet May 10 Ord May 18
 NICHOLSON, DONALD, Manchester, Draper Manchester Pet May 8 Ord May 18

NORTON, WILLIAM, Leesthorpe, Leicester, Brick Manufacturer Leicester Pet May 17 Ord May 17
 NUTTALL, MARY, Hanley, Confectioner Hanley, Burslem, and Tunstall Pet May 8 Ord May 18
 PIPE, WILLIAM, Grays, Essex, Oilman Rochester Pet May 17 Ord May 17
 REECE, HENRY, Berners st, Costumier High Court Pet May 14 Ord May 17
 ROBINSON, WILLIAM, Macclesfield, Licensed Victualler Macclesfield Pet May 16 Ord May 16
 SAUNDERS, JAMES EDWIN REED, Torquay, Baker Exeter Pet May 18 Ord May 18
 SHAW, CHARLES SPINK, West Bridgeford, Notts, Gent Nottingham Pet May 2 Ord May 15
 SHURLEY, WILLIAM, New Windsor, Coal Merchant Windsor Pet Jan 26 Ord Mar 3
 SKELTON, EDWARD, Leeds, Shoe Factory Manager Leeds Pet May 17 Ord May 17
 SPIER, ARTHUR, Walsall, Clothier Walsall Pet May 9 Ord May 15
 STANTON, F JUSTICE, out of England, no occupation High Court Pet Feb 16 Ord May 17
 STANLEY, CHARLES FREDERICK, and ROBERT JOHN HAMILTON, Manchester, Merchants Manchester Pet May 18 Ord May 18
 STOKES, WILLIAM, Stockport, Builder Stockport Pet Apr 30 Ord May 17
 STOTT, CHARLES, Oldham, late Innkeeper Oldham Pet Apr 30 Ord May 18
 TARRANT, GEORGE, Worcester, Provision Dealer Worcester Pet May 18 Ord May 18
 TEAL, MATTHEW, Silver Hill, nr Pateley Bridge, Yorks, Corn Dealer North-alerton Pet May 4 Ord May 17
 TEMPLETON, HENRY THOMAS NORGATE, New Cut, Lambeth, Butcher High Court Pet May 15 Ord May 17
 TROUT, SAMUEL, Nottingham, Cab Driver Nottingham Pet May 17 Ord May 17
 WAGSTAFFE, WRIGHT, Bingley, Yorks, Grocer Bradford Pet May 19 Ord May 19
 WAYLETT, TOM TMS, North Walsham, Norfolk, Boot Salesman Norwich Pet May 18 Ord May 18
 WEEDON, ALBERT FRANCIS, Leicester, Hay Dealer Leicester Pet May 19 Ord May 19
 WILLIAMS, JOHN WESLEY, and SAMUEL REDGRAVE, Battersea Park rd, Grocers Brighton Pet May 18 Ord May 18
 WILSON, JOSEPH ARCHIBALD, Elm Park ter, Fulham rd, Hosier High Court Pet May 1 Ord May 17
 WOTTON, THOMAS, Margate, Grocer Canterbury Pet May 18 Ord May 18

FIRST MEETINGS.

ATTWOOD, THOMAS CHARLES, Guildford st, Valuer June 1 at 11 33, Carey st, Lincoln's inn
 BANSBACK, JOSEPH WILLIAM, and WILLIAM HENRY ROBINSON, Mile end rd, Licensed Victuallers June 1 at 2.30 33, Carey st, Lincoln's inn
 BASKERVILLE, THOMAS, Knutsford, Cheshire, Boot Maker May 31 at 11.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
 BEBESFORD, CHARLES BLAKE, Royal Exchange avenue, Insurance Agent June 1 at 12 Bankruptcy bldgs, Lincoln's inn
 BRAY, ALLEN, Leicester, Milk Dealer June 1 at 3 25, Friar lane, Leicester
 BREWER, THOMAS, Birmingham, Engraver June 7 at 3 25, Colmore row, Birmingham
 BURTON, WILLIAM, Manchester, Solicitor May 31 at 12 Off Rec, Ogden's chbrs, Bridge st, Manchester
 CAVENDISH, WILLIAM HENRY ALEXANDER GEORGE DELMAR, Great Coram st, British Consul at Stuttgart May 30 at 18 33, Carey st, Lincoln's inn
 CLIFT, FREDERIC, Pancras lane, Solicitor May 29 at 11 33, Carey st, Lincoln's inn
 COGAN, JOHN SLOOMBE, Bicknoller, Somerset, Gent May 29 at 11.30 Off Rec, 9, Middle st, Taunton
 DANIELS, JOHN WILLIAM, Bournemouth, Cab Proprietor June 20 at 12.30 Criterion Hotel, Bournemouth
 DAVIES, PHILIP JOHN, Earl's ct rd, Plumber May 31 at 12 33, Carey st, Lincoln's inn
 DEAKE, JOSEPH, Bradford, Yorks, Provision Merchant May 31 at 11 Off Rec, 31, Manor row, Bradford
 DEEBLE, PHILIP, Waterloo, nr Liverpool, Restaurant Proprietor June 5 at 2 Off Rec, 35, Victoria st, Liverpool
 EMBREY, CHARLES, Northwich, Butcher June 5 at 4.30 Royal Hotel, Crewe
 GRAY, DAVID, St Helen's, Saddler May 31 at 3 Off Rec, 35, Victoria st, Liverpool
 GREEN, FREDERICK CHARLES, Northampton, Currier May 31 at 2 County Court, Northampton
 HARLAND, SAMUEL, Leeds, Tobaccoist June 1 at 11 Off Rec, 22, Park row, Leeds
 HEAP, SARAH ANN, Burnley, Watchmaker May 30 at 12 Exchange Hotel, Nicholas st, Burnley
 HIGGINS, JOHN, Pewsey, Wilts, Chemist May 30 at 2 Off Rec, 32, High st, Swindon
 HOWORTH, WILLIAM HENRY, Colne, Lancs, Grocer May 30 at 3 Crown Hotel, Colne
 JONES, DAVID, Aberystwith, Butcher June 1 at 12.30 Townhall, Aberystwith
 KEEP, HANNAH ELIZABETH, Walsall, Clothier May 31 at 11.15 Off Rec, Walsall
 KEMP, SAMUEL EDWARD, Leicester, Joiner May 31 at 3 25, Friar lane, Leicester
 LAWRENCE, EDWIN ALFRED, Whitstable on Sea, School Proprietor May 31 at 3.30 Bear and Key Hotel, Whitstable
 MAYES, HENRY WILLIAM, Union ct, Old Broad st, Silk Commission Merchant May 29 at 11 33, Carey st, Lincoln's inn
 MICHELL, JOSEPH, St Austell, Cornwall, Draper May 29 at 2 Queen's Head Hotel, St Austell
 MUIRHEAD, GEORGE, Blythe, Nottinghamshire, Farmer May 31 at 12 Off Rec, Figgies lane, Sheffield
 NORTON, WILLIAM, Leesthorpe, Leicestershire, Brick Manufacturer June 1 at 12.30 33, Friar lane, Leicester
 OLDHAM, SAMUEL, Manchester, Provision Dealer May 31 at 12.30 Off Rec, Ogden's chbrs, Bridge st Manchester
 PEARSE, A W, Northumberland avenue, Gent May 30 at 11 33, Carey st, Lincoln's inn
 PIPE, WILLIAM, Grays, Essex, Oilman May 31 at 11.30 Off Rec, High st, Rochester
 POTTS, GEORGE, Boscombe, Hants, Builder May 29 at 12.30 Criterion Hotel, Bournemouth
 REID, JOHN, address unknown, Financial Agent May 31 at 11 33, Carey st, Lincoln's inn
 RILEY, ERNEST E, Connaught st, Edgware rd, Lieut in 2nd Dragoon Guards May 29 at 2.30 33, Carey st, Lincoln's inn
 ROBINSON, WILLIAM, Macclesfield, Licensed Victualler May 31 at 11 Off Rec, 23, King Edward st, Macclesfield
 ROOTHAM, JAMES BENSON, Rushden, Northamptonshire, Shoe Manufacturer May 31 at 3 County Court, Northampton
 ROFFE, DACE TREVOY, Sudbourne rd, Brixton, Gent June 1 at 11 33, Carey st, Lincoln's inn

SANDERS, JAMES EDWIN REED, Torquay, Baker June 1 at 11. Castle, Exeter
 SELINGER, SIDNEY, Manchester avenue, Aldersgate st, China Importer June 1 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 SMITH, GEORGE, Shavington cum Gresby, Cheshire, Grocer June 5 at 4 Royal Hotel, Crewe
 SPIER, ARTHUR, Walsall, Clothier June 1 at 3 Off Rec, Wolverhampton
 STURGES, GEORGE, Northampton, Shoe Manufacturer May 31 at 4 County Court, Northampton
 SUGDEN, CHARLES, Gloucester rd, South Kensington, Comedian June 5 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 TINSLEY, RICHARD WILLIAM, Millington, Yorks, Veterinary Surgeon May 29 at 11.30 Off Rec, 74, Newborough st, Scarborough
 T WIZELL, ROBERT JOSEPH, South Benwell, Northumberland, Builder May 30 at 2.30 Off Rec, Pink lane, Newcastle on Tyne
 The following amended notice is substituted for that published in the London Gazette of May 18.
 SUTTON, JOHN, Coventry, Grocer June 4 at 12 Edward Thomas Peirson, Off Rec, 17, Hertford st, Coventry

ADJUDICATIONS.

AUSTIN, WILLIAM, Cambridge, Coal Merchant Cambridge Pet Apr 25 Ord May 17
 BRAY, ALLEN, Leicester, Milk Dealer Leicester Pet May 17 Ord May 17
 BRIER, LEONARD MORRIS, London Bridge, Hotel Keeper High Court Pet Feb 28 Ord May 17
 BROOM, JAMES, Morthoe, Devon, Butcher Barnstaple Pet May 15 Ord May 17
 CHREADE, WILLIAM HENRY, Newport, Shropshire, Innkeeper Stafford Pet May 11 Ord May 18
 CLIFT, FREDERIC, Pancras lane, Solicitor High Court Pet Apr 17 Ord May 17
 CLOW, JOHN, Tunbridge Wells, Draper Tunbridge Wells Pet May 7 Ord May 19
 DEWE, EDWARD, jun, Wakefield, Yorks, Draper Wakefield Pet April 26 Ord May 19
 DIXON, HENRY BENJAMIN, Hanley, Chemist Hanley, Burslem, and Tunstall Pet May 3 Ord May 19
 ELLIS, RICHARD, Aldershot, Butcher Guildford and Godalming Pet May 14 Ord May 17
 FISHER, BATES ELL, Leicester, Cowkeeper Leicester Pet April 30 Ord May 17
 FLETCHER, GEORGE, Sheffield, Stone Merchant Sheffield Pet April 5 Ord May 17
 FOWLE, GEORGE WILLIAM PERRY, Westerham, Kent, Saddler Tunbridge Wells Pet May 7 Ord May 19
 FRYER, FREDERICK THOMAS, Hardwicke, Glos, Farmer Gloucester Pet May 18 Ord May 18
 GRAY, DAVID, St Helens, Saddler Liverpool Pet May 1 Ord May 18
 HOULDSING, HORACE WILLIAM, Colchester, Hairdresser Colchester Pet May 18 Ord May 19
 HOWORTH, WILLIAM HENRY, Colne, Lancashire, Grocer Burnley Pet May 11 Ord May 19
 HUGHES, JOHN DAVIS, Cradley, Herefordshire, Grocer Worcester Pet May 17 Ord May 17
 ICKE, WILLIAM HENRY, Chester, Dealer in Works of Arts Chester Pet May 16 Ord May 17
 JONES, DAVID, Aberystwith, Butcher Aberystwith Pet May 11 Ord May 17
 KEEP, HANNAH ELIZABETH, Walsall, Clothier Walsall Pet April 27 Ord May 18
 KING, ALBERT, Dinton, Wilts, out of business Salisbury Pet May 8 Ord May 18
 KUHLMANN, ARTHUR HENRY, Great St Helens, Engineer High Court Pet April 4 Ord May 17
 LANG, THOMAS, and JOSEPH LANG, Burnley, Lancashire, Plumbers Burnley Pet May 16 Ord May 17
 LEDGARD, JOSEPH, Dewsbury, Yorks, Farmer Dewsbury Pet April 25 Ord May 19
 MORRIS, SIMON, Birmingham, Tailor Birmingham Pet May 15 Ord May 18
 NORMAN, CECIL MAXWELL, Peckleton Manor, Leicestershire, Surveyor Leicester Pet April 30 Ord May 17
 NORTON, WILLIAM, Leesthorpe, Leicestershire, Brick Manufacturer Leicester Pet May 17 Ord May 17
 PIPE, WILLIAM, Grays, Essex, Oilman Rochester Pet May 17 Ord May 17
 ROBINSON, WILLIAM, Macclesfield, Licensed Victualler Macclesfield Pet May 16 Ord May 18
 ROPER, DACE TREVOY, Sudbourne rd, Brixton, Gent High Court Pet Feb 8 Ord May 17
 SAKER, EMILY MARY KATE, Liverpool, Theatrical Manager Liverpool Pet May 8 Ord May 19
 SANDERS, JAMES EDWIN REED, Torquay, Baker Exeter Pet May 18 Ord May 18
 SIMMONDS, JOSEPH WHITMORE, Birmingham, Tobaccoist Birmingham Pet May 18 Ord May 17
 SKELTON, EDWARD, Leeds, Bootmaker Leeds Pet May 17 Ord May 17
 STANLEY, CHARLES FREDERICK, and ROBERT JOHN HAMILTON, Manchester, Merchants Manchester Pet May 18 Ord May 18
 SUGDEN, CHARLES, Gloucester rd, South Kensington, Comedian High Court Pet May 2 Ord May 17
 TROUT, SAMUEL, Nottingham, Cabdriver Nottingham Pet May 17 Ord May 19
 WAYLETT, TOM TMS, North Walsham, Norfolk, Boot Salesman Norwich Pet May 18 Ord May 18
 WESTLAKE, ROBERT WILLIAM, Cardiff, Grocer Cardiff Pet May 14 Ord May 17
 WOTTON, THOMAS, Margate, Grocer Canterbury Pet May 17 Ord May 18

RECEIVING ORDER RESCINDED AND ADJUDICATION ANNULLED.
 GEORGE, FREDERICK A. Wilton rd, Victoria Station, Jeweller High Court Ord Fed 11 Adj Fed 16 Annul May 16

ADJUDICATION ANNULLED.

OLAPHAM, REGINALD, Sunderland, Aerated Water Manufacturer Sunderland Adj Fed May 24, 1887 Annul May 10

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

COOPER.—May 12, at Liverpool, the wife of George Cooper, barrister-at-law, of a son.
 PARSONS.—May 21, at Eastmead-road, West Dulwich, the wife of Charles Parsons, barrister-at-law, of a daughter.
 PRICE.—May 15, at Greensted, near Ongar, the wife of Howell J. J. Price, of the Inner Temple, of a daughter.

DEATHS.

CLEVELAND.—May 15, Henry Cleveland of Bombay, solicitor, aged 60.
 SOLLY-FLOOD.—May 14, Frederick Solly-Flood, of county Wexford, formerly Attorney-General at Gibraltar, aged 86.
 WILCOX.—May 16, at Alma-terrace, Kensington, John Welch, for 50 years of the Inner Temple, Special Pleader, aged 86.

SALE OF ENSUING WEEK.

May 29.—Messrs. DEERHAM, TEWSON, FARMER, & BRIDGWATER, at the Mart, Tokenhouse-yard, at 2 p.m., Rent-Charge and Policies of Assurance (see advertisement, this week, p. 4).
 May 29.—Mr. NICKERSON, at the Mart, Tokenhouse-yard, at 12 for 1 o'clock, Freehold Building Land (see advertisement, May 5, p. 450).
 May 29.—Messrs. POWELL & POWELL, at the City Auction Mart, Bath, at 3 p.m., Ground-rents (see advertisement, May 12, p. 483).
 May 31.—Messrs. FARRERBROTHER, ELLIS, CLARK, & Co., at the Mart, Tokenhouse-yard, at 2 p.m., Freehold and Leasehold Properties (see advertisement, May 5, p. 450).
 May 31.—Messrs. FULLER & FULLER, at the Mart, Tokenhouse-yard, at 2 p.m., Leasehold Residence (see advertisement, May 12, p. 482).

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All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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Interest ..	13,000
Accumulated Funds ..	£3,297,000

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London Gazette.

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Mondays and Thursdays.

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M. H. S. BOWEN, B.A., LL.B. (First-class Honours in Common Law and Equity, London University, 1882). Author of "Outlines of Specific Performance," PREPARES for the Bar and Solicitors' EXAMINATIONS and London Law Degrees.—Address, 4, Stone-buildings, Lincoln's-inn, W.C.

RESULTS IN 1887.

Solicitors' Final.—20 sent up, 18 passed.
 ALL sent up for Solicitors' Preliminary, Intermediate, and Intermediate LL.B., passed.
 Bar Exam., Hilary, 1889.—4 sent up, 4 passed.
 Easter—5 sent up, 5 passed.

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(INSTITUTED 1859),

For the Relief of Poor and Necessitous Solicitors and Proctors in England and Wales, and their Wives, Widows, and Families.

THE TWENTY-EIGHTH ANNIVERSARY FESTIVAL

OF THIS ASSOCIATION WILL BE HELD AT

THE HÔTEL MÉTROPOLE, LONDON,

On THURSDAY, the 14th of JUNE, 1888, at SEVEN o'clock p.m. precisely.

NATHANIEL TERTIUS LAWRENCE, Esq., in the Chair.

List of Stewards, who will be glad to receive Subscriptions and Donations for announcement at the Festival :—

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 CHARLES J. BLAGO, Esq., Cheshire.
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The Secretary will be happy to hear from gentlemen who may desire to add their names to the above list of Stewards.

Early application for Dinner Tickets (25s. each), which may be obtained of any of the Stewards, or at the offices of the Association, will oblige.

9, CLIFFORD'S INN, LONDON, E.C.

JAMES THOMAS SCOTT, Secretary

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